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First Revised Sheet No. 0 Equitrans, L.P.: Original Volume No. 1

First Revised Sheet No. 0

Superseding: Original Sheet No. 0

FERC GAS TARIFF

Original Volume No. 1

of

EQUITRANS, L.P.

filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications covering rates should be addressed to:

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Sixth Revised Sheet No. 1 Sixth Revised Sheet No. 1
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Original Sheet No. 2 Original Sheet No. 2 : Effective

PRELIMINARY STATEMENT

This Original Volume No. 1 of the FERC Gas Tariff of Equitrans, L.P. ("Equitrans") contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and Forms of Service Agreements applicable to transportation and storage service performed by Equitrans under Sections 284.7 and 284.284 of the regulations of the FERC and to transportation and storage service performed by Equitrans under certificates of public convenience and necessity issued by the FERC pursuant to Section 7(c) of the Natural Gas Act.

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Original Sheet No. 3 Original Sheet No. 3 : Effective

See Hard Copy For Maps

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Original Sheet No. 4 Original Sheet No. 4 : Effective

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FERC Docket: CP06-275-001

Original Sheet No. 4A Original Sheet No. 4A : Effective

See Hard Copy For Maps

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Twenty-Ninth Revised Sheet No. 5 Twenty-Ninth Revised Sheet No. 5
 Superseding: Twenty-Eighth Revised Sheet No. 5

STATEMENT OF RATES

TRANSPORTATION RATES (Rates per Dth)

	Base Tariff Rates	PSCT	EPCT	ACA Adj	TCST	Total Rates
RATE SCHEDULE NOFT:						
Winter						
Reservation Charge	\$8.2909	-	-	-	-	\$8.2909
Usage	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Authorized Overrun						
Maximum	\$0.2854	\$0.1528	-	\$0.0019	-	\$0.4401
Minimum	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Max. Capacity Rel. Vol. Charge	\$0.2854	\$0.1528	-	\$0.0019	-	\$0.4401
Base						
Reservation Charge	\$7.5189	-	-	-	-	\$7.5189
Usage	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
Authorized Overrun						
Maximum	\$0.2553	\$0.1528	-	\$0.0019	-	\$0.4100
Minimum	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
Max. Capacity Rel. Vol. Charge	\$0.2553	\$0.1528	-	\$0.0019	-	\$0.4100
RATE SCHEDULE FTS:						
MAINLINE SYSTEM						
Winter						
Reservation Charge						
Maximum	\$5.3098	-	-	-	-	\$5.3098
Minimum	\$0.0000	-	-	-	-	\$0.0000
Authorized Overrun						
Maximum	\$0.1867	\$0.1528	-	\$0.0019	-	\$0.3414
Minimum	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Max. Capacity Rel. Vol. Charge	\$0.1867	\$0.1528	-	\$0.0019	-	\$0.3414
Usage						
Maximum	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Minimum	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Base						
Reservation Charge						
Maximum	\$4.7451	-	-	-	-	\$4.7451
Minimum	\$0.0000	-	-	-	-	\$0.0000
Authorized Overrun						
Maximum	\$0.1646	\$0.1528	-	\$0.0019	-	\$0.3193
Minimum	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
Max. Capacity Rel. Vol. Charge	\$0.1646	\$0.1528	-	\$0.0019	-	\$0.3193
Usage						
Maximum	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
Minimum	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
BIG SANDY PIPELINE						
Reservation Charge						
Maximum	\$17.2724	-	-	-	\$2.1224	\$19.3948
Minimum	\$0.0000	-	-	-	-	\$0.0000
Authorized Overrun						
Maximum	\$0.5679	-	\$0.0822	\$0.0019	\$0.0698	\$0.7218
Minimum	\$0.0000	-	\$0.0822	\$0.0019	-	\$0.0841
Max. Capacity Rel. Vol. Charge	\$0.0000	-	\$0.0822	\$0.0019	-	\$0.0841
Usage						
Maximum	\$0.0000	-	\$0.0822	\$0.0019	-	\$0.0841
Minimum	\$0.0000	-	\$0.0822	\$0.0019	-	\$0.0841

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Fortieth Revised Sheet No. 6 Fortieth Revised Sheet No. 6
 Superseding: Thirty-Ninth Revised Sheet No. 6

STATEMENT OF RATES
 TRANSPORTATION RATES (Rates per Dth)

	Base Tariff Rates	PSCT	EPCT	ACA Adj	TCST	Total Rates
RATE SCHEDULE ITS:						
MAINLINE SYSTEM						
Winter						
Usage						
Maximum	\$0.1867	\$0.1528	-	\$0.0019	-	\$0.3414
Minimum	\$0.0109	\$0.1528	-	\$0.0019	-	\$0.1656
Base						
Usage						
Maximum	\$0.1646	\$0.1528	-	\$0.0019	-	\$0.3193
Minimum	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
BIG SANDY PIPELINE						
Usage						
Maximum	\$0.5679	-	\$0.0822	\$0.0019	\$0.0698	\$0.7218
Minimum	\$0.0000	-	\$0.0822	\$0.0019	-	\$0.0841
RATE SCHEDULE STS-1:						
Winter						
Reservation Charge	\$5.3098	-	-	-	-	\$5.3098
Base						
Reservation Charge	\$4.7451	-	-	-	-	\$4.7451
Authorized Overrun	\$0.1646	\$0.1528	-	\$0.0019	-	\$0.3193
Usage	\$0.0094	\$0.1528	-	\$0.0019	-	\$0.1641
RATE SCHEDULE AGS:						
Equitrans Gathering System	\$0.5500	-	-	-	-	\$0.5500
PRODUCTS EXTRACTION /1	\$0.0514	-	-	-	-	\$0.0514

/1 Applicable to delivered volumes processed at the Waynesburg Station.

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Fifth Revised Sheet No. 7 Fifth Revised Sheet No. 7
 Superseding: Fourth Revised Sheet No. 7

STATEMENT OF RATES
 STORAGE SERVICE RATES (Rates per Dth)

	Base Tariff Rates	Total Rates
RATE SCHEDULE 115SS and 60SS:		
Demand Charge		
Maximum	\$1.4949	\$1.4949
Minimum	\$0.0000	\$0.0000
Storage Space Charge		
Maximum	\$0.0262	\$0.0262
Minimum	\$0.0000	\$0.0000
Injection Charge	\$0.0069	\$0.0069
Withdrawal Charge	\$0.0069	\$0.0069
Storage Overrun Charge		
Maximum	\$0.2934	\$0.2934
Minimum	\$0.0069	\$0.0069
Max. Capacity Rel Volumetric Charge	\$0.4998	\$0.4998
RATE SCHEDULE INSS:		
Storage Space Charge		
Maximum	\$0.0537	\$0.0537
Minimum	\$0.0000	\$0.0000
Injection Charge		
Maximum	\$0.0069	\$0.0069
Minimum	\$0.0069	\$0.0069
Withdrawal Charge		
Maximum	\$0.0069	\$0.0069
Minimum	\$0.0069	\$0.0069
RATE SCHEDULE SS-3:		
Demand Charge	\$1.4949	\$1.4949
Storage Space Charge	\$0.0262	\$0.0262
Injection Charge	\$0.0069	\$0.0069
Withdrawal Charge	\$0.0069	\$0.0069
Storage Overrun Charge		
Maximum	\$0.2934	\$0.2934
Minimum	\$0.0069	\$0.0069

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Fifth Revised Sheet No. 8 Fifth Revised Sheet No. 8

Superseding: Fourth Revised Sheet No. 8

STATEMENT OF RATES
LENDING AND PARKING SERVICE RATES (Rates per Dth)

	Base Tariff Rates	Total Rates
RATE SCHEDULE LPS:		
Winter		
Maximum	\$0.2000	\$0.2000
Minimum	\$0.0000	\$0.0000
Base		
Maximum	\$0.1717	\$0.1717
Minimum	\$0.0000	\$0.0000

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FERC Docket: RP05-164-016

Fourth Revised Sheet No. 9 Fourth Revised Sheet No. 9
Superseding: Third Revised Sheet No. 9

STATEMENT OF RETAINAGE FACTORS

	Retainage Factors
Transportation Retainage Factor (other than Big Sandy Pipeline) 1/	3.72%
Gathering Retainage Factor 2/ Equitrans Gathering System	9.50%
Storage Loss Retainage Factor 3/	1.85%
Big Sandy Pipeline Retainage Factor 4/	-0.46%

- 1/ Percentage is applied to receipt quantities on Rate Schedules NOFT, FTS, STS-1 and ITS (other than Big Sandy Pipeline).
- 2/ Percentage is applied to receipt quantities under Rate Schedule AGS.
- 3/ Percentage is applied to storage injections.
- 4/ Percentage is applied to Big Sandy Pipeline quantities under Rate Schedules FTS and ITS.

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Twenty-Second Revised Sheet No. 10 Twenty-Second Revised Sheet No. 10
Superseding: Twenty-First Revised Sheet No. 10

Sheet No. 10 Reserved for Future Use

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Seventeenth Revised Sheet No. 11 Seventeenth Revised Sheet No. 11

Superseding: Sixteenth Revised Sheet No. 11

Sheet No. 11 Reserved for Future Use

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Sheet Nos. 12-19 Sheet Nos. 12-19 : Effective

Sheets Nos. 12 through 19 are Reserved for Future Use

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First Revised Sheet No. 20 First Revised Sheet No. 20
Superseding: Original Sheet No. 20

RATE SCHEDULE NOFT
NO-NOTICE FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") for the transportation of gas on a firm, no-notice basis by Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions: (a) Equitrans determines it has capacity available to render the service; and (b) Customer and Equitrans have entered into a Transportation Service Agreement, in the form contained in this Tariff, for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the firm transportation of natural gas on Equitrans' system pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (MDQ).
- 2.2 Transportation service provided by Equitrans under this Rate Schedule shall consist of acceptance by Equitrans of the receipt of natural gas tendered by Customer at the receipt point(s) specified in the executed Transportation Service Agreement, the transportation of gas through Equitrans' pipeline system, and the delivery of such gas by Equitrans, after applicable retainage, at the delivery point(s) specified in the Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation retainage percentage set forth on the Statement of Retainage Factors of this Tariff. In addition, gas receipts from points on Equitrans gathering system shall be subject to the gathering retainage percentage shown on the Statement of Retainage Factors of this Tariff.
- 2.3 Transportation service provided hereunder shall be considered firm and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 When Customer's transportation gas is received or delivered at any point on Equitrans' gathering facilities, Customer shall be entitled to gathering service on a firm or interruptible basis pursuant to the provisions of its Transportation Service Agreement.
- 2.5 If Customer desires transportation of natural gas under this Rate Schedule, the Customer will nominate service on a monthly basis in accordance with Section 8 of the General Terms and

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First Revised Sheet No. 21 First Revised Sheet No. 21 : Effective
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RATE SCHEDULE NOFT
NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

Conditions of Equitrans' Tariff. Equitrans shall schedule receipts and deliveries in accordance with Customer nominations, and deliver for Customer's account on a daily basis quantities of gas equal to the daily quantities received for Customer's account as requested by the Customer, less applicable retainage which quantities shall not exceed the Customer's MDQ specified in the Transportation Service Agreement. It is the Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.

- 2.6 Notwithstanding the provisions of Section 2.5, Equitrans shall deliver for Customer's account any increased quantities of gas requested by Customer up to the MDQ, less retainage, without advance nomination by Customer. Such deliveries shall constitute no-notice service on behalf of the Customer.
- 2.7 Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on the system on a secondary (capacity available) basis in accordance with Section 7 of the General Terms and Conditions.
- 2.8 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 22 of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Transportation Service Agreement.

3. RATE

Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

3.1 Reservation Charge - An amount determined as follows:

- (a) Winter Reservation - For the period November 1 through March 31, the Winter Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions, or
- (b) Base Reservation - For the period April 1 through October 31, the Base Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions

3.2 Usage Charge - An amount determined as the product of:

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Seventh Revised Sheet No. 22 Seventh Revised Sheet No. 22
Superseding: Sixth Revised Sheet No. 22

RATE SCHEDULE NOFT
NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

- (a) Winter Usage Charge - For the period November 1 through March 31, the Winter Transportation Charge multiplied by the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account during the month, or
- (b) Base Usage Charge - For the period April 1 through October 31, the Base Transportation Charge multiplied by the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account during the month; times
- (c) The rate(s) per Dth, set forth on Statement of Rates for Rate Schedule NOFT of Equitrans' FERC Gas Tariff, as may be changed from time to time.

Provided, however, that no usage charge shall be assessed on the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account in order to correct in whole or in part an imbalance of natural gas under this Rate Schedule to which usage charges have been previously applied.

- 3.3 Surcharges - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Rate Schedule NOFT of this Tariff.

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Second Revised Sheet No. 23 Second Revised Sheet No. 23 : Effective

Superseding: First Revised Sheet No. 23

RATE SCHEDULE NOFT

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall consist of the Reservation charge specified in Section 3.1 of this Rate Schedule.

5. NO NOTICE TRANSPORTATION

5.1 Notwithstanding the service nominations submitted by a Customer under this Rate Schedule, the Customer may advise Equitrans at any time that it requires no-notice receipts or deliveries up to the level of the MDQ specified in its Service Agreement allocated over specified points. Equitrans will implement no-notice receipts or deliveries within one-hour after receipt of request by the Customer. The Customer will be entitled to call upon no-notice service for up to five (5) consecutive days. Equitrans will notify the Customer of the amount of no-notice service taken within 24 hours after the end of any day that no-notice service is requested.

5.2 Upon notification Customer will have five (5) days to tender or remove gas corresponding to under or over deliveries related to no-notice service without penalty. Imbalances related to no-notice service may be resolved by the Customer either (a) increasing or decreasing the amount of gas tendered for receipt by Equitrans, or (b) if the Customer under this Rate Schedule is also a storage Customer under one of Equitrans' storage service Rate Schedules, by increasing or decreasing the amount of gas withdrawn from storage. The five-day payback requirement shall apply only to the quantity of gas by which a Customer's actual receipts for any day differ from actual deliveries. To the extent that the difference between receipts and deliveries on any day during the month serves to make-up and eliminate, in whole or in part, a pre-existing imbalance under the Customer's Transportation Service Agreement, the five-day payback requirement shall not apply to the extent of the make-up. No-notice overtenders and undertenders will be applied first to offset prior period imbalances under this Rate Schedule and will be subject to payback only to the extent that they exceed the prior imbalance.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 24 Original Sheet No. 24 : Effective

RATE SCHEDULE NOFT
NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

Under no circumstances shall the five-day payback requirement apply to Customers supplying their own gas for all deliveries under this Rate Schedule.

- 5.3 If an imbalance resulting from the provision of no-notice service is not resolved by the Customer within 5 days as described above, the Customer will be prohibited from calling upon no-notice service for the remainder of the calendar month in which the imbalance was incurred or until said imbalance is corrected. If the five-day payback period extends into the next calendar month after the month in which the imbalance was incurred, the imbalance will be carried forward to the next month. Equitrans will resume no-notice service to the Customer in the subsequent month as soon as the imbalance carried forward from the prior month is resolved. If the Customer fails to resolve the imbalance within the five-day period, the Customer will be prohibited from calling upon no-notice service for the remainder of the month in which the payback period expired.
- 5.4 Notwithstanding the provisions of Section 5.3, Equitrans will continue no-notice service to Customer after the expiration of the payback period even where the Customer has not resolved its imbalance to the extent that gas dedicated to no-notice service remains in storage and the Customer's failure to resolve a prior imbalance does not impair Equitrans' ability to meet its other service obligations.
- 5.5 At the end of the month in which the payback period expired, imbalances resulting from the provision of no-notice service will be resolved in accordance with Section 12 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 5.6 A Customer will not be permitted to exceed its MDQ either in no-notice deliveries or pipeline receipts unless expressly authorized by Equitrans.

6. AUTHORIZED NO-NOTICE OVERRUNS

Upon request of Customer, Equitrans in its reasonable discretion may receive transport and deliver natural gas in excess of Customer's no-notice MDQ specified in its Transportation Service Agreement. Said overrun must be requested by Customer in advance, and shall be authorized by Equitrans if operating conditions permit and overruns can be accomplished without adverse impact to any other Customer.

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First Revised Sheet No. 25 First Revised Sheet No. 25
Superseding: Original Sheet No. 25

RATE SCHEDULE NOFT
NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

Upon authorization Customer shall pay Equitrans on a daily basis for each Dth of excess receipts and or deliveries over its MDQ an Authorized Overrun Rate up to the 100% load factor of the Rate Schedule NOFT rate, as such rate is in effect and reflected from time to time on Statement of Rates for Rate Schedule NOFT of this Tariff, or superseding Tariff.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Second Revised Sheet No. 26 Second Revised Sheet No. 26
Superseding: First Revised Sheet No. 26

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as "Customer") for the transportation of natural gas on a firm basis by Equitrans, L.P. (hereinafter referred to as "Equitrans") under the following conditions:

- (a) Equitrans in its reasonable discretion determines it has available capacity to render the firm transportation service; and
- (b) Shipper and Equitrans have entered into a Transportation Service Agreement, in the form contained in this Tariff, for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all natural gas transported by Equitrans for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (MDQ).
- 2.2 Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff. Equitrans shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet Equitrans' applicable quality standards.
- 2.3 Transportation service hereunder shall consist of the acceptance by Equitrans of natural gas tendered by Customer for transportation at the receipt point(s) specified in the executed Transportation Service Agreement, the transportation of that natural gas through Equitrans' pipeline system, and the delivery of that gas, after applicable retainage to Customer or for Customer's account the delivery point(s) in the specified executed Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation retainage percentage set forth on Statement of Retainage Factors of this Tariff. In addition, gas receipts or deliveries to or from points on Equitrans' gathering system shall be subject to the gathering retainage percentage set forth on Statement of Retainage Factors of this Tariff.

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FERC Docket: CP96-532-001

Original Sheet No. 27 Original Sheet No. 27 : Effective

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE (Continued)

- 2.4 When Customer's transportation gas is received or delivered at any point on Equitrans' gathering facilities, Customer shall be entitled to gathering service on either a firm or interruptible basis pursuant to the provisions of its Transportation Service Agreement.
- 2.5 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 8 of the General Terms and Conditions of Equitrans' Tariff. Equitrans shall schedule receipts and deliveries in accordance with Customer's nominations, and deliver for Customers' account on a daily basis quantities of gas equal to the daily quantities received for Customer's account as requested by Customer, less applicable retainage which quantities shall not exceed Customer's MDQ specified in the Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.
- 2.6 Customers under this Rate Schedule shall be permitted to nominate receipts and deliveries at any point on the system on a secondary (capacity-available) basis in accordance with Section 7 of the General Terms and Conditions.
- 2.7 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 22 of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Transportation Service Agreements.

3. RATE

Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

3.1 Reservation Charge - An amount determined as follows:

- (a) Winter Reservation - For the period November 1 through March 31, the Winter Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions, or
- (b) Base Reservation - For the period April 1 through October 31, the Base Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions.

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Seventh Revised Sheet No. 28 Seventh Revised Sheet No. 28
Superseding: Sixth Revised Sheet No. 28

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE (Continued)

3.2 Usage Charge - An amount determined as the product of:

- (a) Winter Usage Charge - For the period November 1 through March 31, the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account during the month; or
- (b) Base Usage Charge - For the period April 1 through March 31, the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account; times
- (c) The applicable winter or base usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff or superseding Tariff.

3.3 Surcharges - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule FTS of this Tariff.

4. MINIMUM MONTHLY BILL

The Reservation Charge for the month.

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FERC Docket: RP10-616-000

Second Revised Sheet No. 29 Second Revised Sheet No. 29
Superseding: First Revised Sheet No. 29

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE (Continued)

5. TRANSPORTATION CONTRACT DEMAND

A Customer's Transportation Contract Demand shall be the MDQ of gas which Equitrans shall be obligated to deliver to Customer (or for Customer's account) at the delivery point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.

6. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, Equitrans, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's Transportation Contract Demand specified in the executed Transportation Service Agreement. Said overrun service shall have a priority equal to scheduled interruptible transportation service.

Customer shall pay Equitrans for each Dth of excess gas scheduled for delivery by Equitrans to Customer or for Customer's account during the month, an Authorized Overrun Rate up to the 100% load factor of the Rate Schedule FTS rate, as such rate is in effect and reflected from time to time on Statement of Rates for Rate Schedule FTS of this Tariff, or superseding Tariff.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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FERC Docket: RP10-616-000

Second Revised Sheet No. 30 Second Revised Sheet No. 30
Superseding: First Revised Sheet No. 30

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter referred to as "Customer") for the transportation of natural gas on an interruptible basis by Equitrans, L.P. (hereinafter referred to as "Equitrans") when Customer and Equitrans have entered into a Transportation Service Agreement, in the form contained in this Tariff, for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all natural gas transported by Equitrans for Customer pursuant to the executed Transportation Service Agreement.

2.2 Transportation service hereunder shall be on an interruptible basis and shall consist of the acceptance by Equitrans of natural gas tendered by Customer for transportation at the receipt point(s) specified in the executed Transportation Service Agreement, the transportation of that natural gas through Equitrans' pipeline system, and the delivery of that natural gas, after applicable retainage to Customer or for Customer's account the delivery point(s) in the specified executed Transportation Service Agreement. All gas receipts under this Rate Schedule shall be subject to the transportation retainage percentage set forth on Statement of Retainage Factors of this Tariff. In addition, gas receipts or deliveries to or from points on Equitrans' gathering system shall be subject to the gathering retainage percentage set forth on Statement of Retainage Factors of this Tariff. Equitrans shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet Equitrans' applicable quality standards.

2.3 When Customer's transportation gas is received or delivered at any point on Equitrans' gathering facilities, Customer shall be entitled to gathering service on a firm or interruptible basis pursuant to the provisions of its Transportation Service Agreement.

2.4 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 8 of the General Terms and Conditions of Equitrans' Tariff. Equitrans shall schedule receipts and deliveries in accordance with Customer's nominations, and deliver for Customer's account on a daily

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

basis quantities of gas equal to the daily quantities received for Customer's account as requested by Customer, which quantities shall not exceed Customer's MDQ specified in the Transportation Service Agreement. It is Customer's responsibility to adjust its deliveries and receipts to conform to scheduled quantities.

3. RATE

Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified in Sections 3.1 through 3.3 below:

3.1 Usage Charge - An amount determined as the product of:

- (a) Winter Usage Charge - For the period November 1 through March 31, the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account during the month; or
- (b) Base Usage Charge - For the period April 1 through October 31, the quantity of natural gas in Dth delivered by Equitrans to Customer or for Customer's account during the month; times
- (c) The applicable winter or base usage charge per Dth set forth from time to time on Statement of Rates for Rate Schedule ITS of this Tariff, or superseding Tariff.

3.2 Surcharges - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule ITS of this Tariff.

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First Revised Sheet No. 32 First Revised Sheet No. 32 : Effective
Superseding: Original Sheet No. 32

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

4. MINIMUM MONTHLY BILL

None.

5. SCHEDULED OVERRUN TRANSPORTATION

Upon request of Customer, Equitrans, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's maximum daily transportation quantity specified in the executed Transportation Service Agreement. Charges for any such excess quantity transportation shall be in accordance with Section 3 of this Rate Schedule; provided, however, the transportation charge for transportation of excess gas shall be the Maximum Rate set forth in this Rate Schedule.

6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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FERC Docket: RP10-616-000

First Revised Sheet No. 33 First Revised Sheet No. 33
Superseding: Original Sheet No. 33

RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm One Hundred and Fifteen Day Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions:

- a. Equitrans determines it has available capacity to render the storage service;
- b. Customer has entered into a storage service agreement with Equitrans, L.P. for storage service under this Rate Schedule; and
- c. Customer has separately made arrangements for the transportation of storage quantities to and from storage on the Equitrans system in order to utilize the service provided under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under an executed Storage Service Agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).
- 2.2 This Rate Schedule shall apply to the injection of up to 1/200th of Customer's gas into storage on any day during the injection period, storage of Customer's gas, and withdrawal of up to 1/115th of the Customers TASQ on any day during the withdrawal period.
- 2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.
- 2.5 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 22

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Superseding: First Revised Sheet No. 34

RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE (Continued)

of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Storage Service Agreements.

3. RATE

3.1 The applicable maximum and minimum rates for storage service hereunder are set forth on Statement of Rates for Rate Schedule 115SS of this Tariff. Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the Customer shall pay Equitrans each month for service rendered based on the following charges:

- (A) Storage Demand The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement.
- (B) Storage Space The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement.
- (C) Storage Injection The charge per Dth multiplied by the quantity of gas injected for the month.
- (D) Storage Withdrawal The charge per Dth multiplied by the quantity of gas withdrawn for the month.
- (E) Storage Overrun The charge per Dth multiplied by the quantity of gas withdrawn during the month in excess of the Customer's MDWQ.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE (Continued)

5. STORAGE INJECTIONS

- 5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, individual service agreements may specify different injection periods.
- 5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable storage service agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit, Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.
- Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 5.3 Winter injections shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.
- 5.4 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customers behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas

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RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE (Continued)

is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25 per Dth. If Equitrans injects gas on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season, up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, individual service agreements may specify different withdrawal periods.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable storage service agreement, which shall be calculated as 1.1/115th of the Customers' TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.
- 6.3 Withdrawals will be subject to reduction in accordance with Sections 9.3 and 9.4 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.4 Summer withdrawals shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.
- 6.5 Scheduling of withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE (Continued)

6.6 Customer is required to withdraw seventy-five percent (75%) of its gas in storage under this Rate Schedule on or before the last day of the withdrawal cycle. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the remaining gas in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage, in addition to the required storage withdrawal charge.

6.7 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes, subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for storage overrun service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for the storage overrun service is set forth on Statement of Rates for Rate Schedule 115SS of this Tariff.

8. TRANSFER OF TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer except as title is transferred by the Customer under this Section.

(a) A Customer under Rate Schedule 115SS may transfer by sale or otherwise all or a portion of its storage inventory on any day during the year to any other Customer that is a current Customer under this Part 284 service under the following conditions:

(i) The transfer does not cause the transferee's total quantity of gas in storage to exceed the TASQ specified in its Storage Service Agreement;

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Second Revised Sheet No. 38 Second Revised Sheet No. 38
Superseding: First Revised Sheet No. 38

RATE SCHEDULE 115SS
115 DAY STORAGE SERVICE (Continued)

- (ii) Both the transferee and the transferor of the stored quantity provide Equitrans with verification of the transfer through Equitrans' EBB System. The verification will include the identity of the transferee and the transferor, the Storage Service Agreements between which the transfer is made, and the quantity of gas transferred;
 - (iii) The transfer does not cause any party to be in violation of any requirement of Rate Schedule 115SS;
 - (iv) The transfer can be accomplished within the operating restrictions of Equitrans' storage fields, and does not require the issuance of an Operational Flow Order either to move transferred quantities between individual storage fields or to deliver transferred quantities to the transferee; and
 - (v) The transferee has existing arrangements for the transportation of storage quantities to and from storage on the Equitrans system.
- (b) Based on the verification received, Equitrans will determine the revised ratcheting and cycling requirement for the transferor and transferee, as appropriate, and will post acknowledgement of the transfer on Equitrans' EBB System within one (1) business day after receiving verification in accordance with Section 8 of this Rate Schedule. Transferor and transferee may nominate injections and withdrawals thereafter in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

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First Revised Sheet No. 39 First Revised Sheet No. 39
Superseding: Original Sheet No. 39

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm Sixty Day Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions:

- a. Equitrans determines it has available capacity to render the storage service;
- b. Customer has entered into a Storage Service Agreement with Equitrans, L.P. for Sixty Day Storage Service under this Rate Schedule; and
- c. Customer has separately made arrangements for the transportation of storage quantities to and from storage on the Equitrans system in order to utilize the service provided under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under an executed storage service agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).
- 2.2 This Rate Schedule shall apply to the injection of up to 1/200th of Customer's gas into storage on any day during the injection period, storage of Customer's gas, and withdrawal of up to 1/60th of the Customers TASQ on any day during the withdrawal period.
- 2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.
- 2.5 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 22

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Second Revised Sheet No. 40 Second Revised Sheet No. 40
Superseding: First Revised Sheet No. 40

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE (Continued)

of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Storage Service Agreements.

3. RATE

3.1 The applicable maximum and minimum rates for storage service hereunder are set forth on Statement of Rates for Rate Schedule 60SS of this Tariff. Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the Customer shall pay Equitrans each month for service rendered based on the following charges:

- | | |
|------------------------|--|
| (A) Storage Demand | The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement. |
| (B) Storage Space | The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement. |
| (C) Storage Injection | The charge per Dth multiplied by the quantity of gas injected for the month. |
| (D) Storage Withdrawal | The charge per Dth multiplied by the quantity of gas withdrawn for the month. |
| (E) Storage Overrun | The charge per Dth multiplied by the quantity withdrawn during the month in excess of the Customer's MDWQ. |

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by Customer.

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First Revised Sheet No. 41 First Revised Sheet No. 41 : Effective

Superseding: Original Sheet No. 41

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE (Continued)

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, individual service agreements may specify different injection periods.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable Storage Service Agreement, which shall be calculated as 1/100th of the Customer's TASQ. If operating conditions permit, Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

5.3 Winter injections shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.

5.4 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customer's behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission

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Superseding: First Revised Sheet No. 42

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE (Continued)

Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25/Dth. If Equitrans injects gas on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, individual Service Agreements may specify different withdrawal periods.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable Storage Service Agreement, which shall be calculated as 1.1/60th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.
- 6.3 Summer withdrawals shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.
- 6.4 In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.
- 6.5 Scheduling of withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.6 Withdrawals will be subject to reduction in accordance with Sections 9.3 and 9.4 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.7 Customer is required to withdraw seventy-five percent (75%) of its gas in storage under this Rate Schedule on or before the last day of the withdrawal cycle. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the

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FERC Docket: RP10-616-000

Second Revised Sheet No. 43 Second Revised Sheet No. 43
Superseding: First Revised Sheet No. 43

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE (Continued)

remaining gas in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.

6.8 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for storage overrun service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for the storage overrun service is set forth on Statement of Rates for Rate Schedule 60SS of this Tariff.

8. TRANSFER OF TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer except as title is transferred under this Section.

- (a) A Customer under Rate Schedule 60SS may transfer, by sale or otherwise, all or a portion of its storage inventory on any day during the year to any other Customer that is a current Customer under this Part 284 service, under the following conditions:
 - (i) The transfer does not cause the transferee's total quantity of gas in storage to exceed the TASQ specified in its Storage Service Agreement;
 - (ii) Both the transferee and the transferor of the stored quantity provide Equitrans with verification of the transfer through Equitrans' EBB System. The

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Second Revised Sheet No. 44 Second Revised Sheet No. 44
Superseding: First Revised Sheet No. 44

RATE SCHEDULE 60SS
SIXTY-DAY STORAGE SERVICE (Continued)

verification will include the identity of the transferee and the transferor, the Storage Service Agreement between which the transfer is made, and the quantity of gas transferred;

- (iii) The transfer does not cause any party to be in violation of any requirement of Rate Schedule 60SS;
 - (iv) The transfer can be accomplished within the operating restrictions of Equitrans' storage fields, and does not require the issuance of an Operational Flow Order either to move transferred quantities between individual storage fields or to deliver transferred quantities to the transferee; and
 - (v) The transferee has existing arrangements for the transportation of storage quantities to and from storage on the Equitrans system.
- (b) Based on the verification received, Equitrans will determine the revised ratcheting and cycling requirements for the transferor and transferee, as appropriate, and will post acknowledgement of the transfer on Equitrans' EBB System within one (1) business day after receiving verification in accordance with Section 8 of this Rate Schedule. Transferor and transferee may nominate injections and withdrawals thereafter in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

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First Revised Sheet No. 45 First Revised Sheet No. 45 : Effective
Superseding: Sheet Nos. 45 Through 56

NOTICE OF CANCELLATION
OF
SHEET NOS. 45 THROUGH 56
TO BE RESERVED FOR FUTURE USE

The following tariff sheets have been superseded:

Original Sheet No. 45
First Revised Sheet No. 46
Original Sheet No. 47
Original Sheet No. 48
First Revised Sheet No. 49
First Revised Sheet No. 50
Original Sheet No. 51
First Revised Sheet No. 52
Original Sheet No. 53
Original Sheet No. 54
First Revised Sheet No. 55
First Revised Sheet No. 56

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 46 First Revised Sheet No. 46 : Effective
Superseding: Original Sheet No. 46

RATE SCHEDULE 30SS
THIRTY-DAY STORAGE SERVICE (Continued)

of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Storage Service Agreements.

3. RATE

3.1 The applicable maximum and minimum rates for storage service hereunder are set forth on Sheet No. 8 of this Tariff. Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the Customer shall pay Equitrans each month for service rendered based on the following charges:

- (A) Storage Demand The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement.
- (B) Storage Space The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement.
- (C) Storage Injection The charge per Dth multiplied by the quantity of gas injected for the month.
- (D) Storage Withdrawal The charge per Dth multiplied by the quantity of gas withdrawn for the month.
- (E) Storage Overrun The charge per Dth multiplied by the quantity withdrawn during the month in excess of the Customer's MDWQ.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the storage loss retention factor set forth on Sheet No. 11 of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

RATE SCHEDULE 30SS
THIRTY-DAY STORAGE SERVICE (Continued)

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, individual Service Agreements may specify different injection periods.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable Storage Service Agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit, Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

5.3 Winter injections shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.

5.4 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customers behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the

RATE SCHEDULE 30SS
THIRTY-DAY STORAGE SERVICE (Continued)

level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25/Dth. If Equitrans injects gas on the Customers behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, individual Service Agreements may specify different withdrawal periods.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable Storage Service Agreement, which shall be calculated as 1/30th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.
- 6.3 Summer withdrawals shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.
- 6.4 In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.
- 6.5 Scheduling of withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.6 Withdrawals will be subject to reduction in accordance with Section 9.3 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

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First Revised Sheet No. 49 First Revised Sheet No. 49 : Effective

Superseding: Original Sheet No. 49

RATE SCHEDULE 30SS

THIRTY-DAY STORAGE SERVICE (Continued)

6.7 Customer is required to withdraw seventy-five percent (75%) of its gas in storage under this Rate Schedule on or before the last day of the withdrawal cycle. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the gas remaining in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the remaining gas in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.

6.8 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for storage overrun service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for the storage overrun service is set forth on Sheet No. 8 of this Tariff.

8. TRANSFER OF TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer except as title is transferred under this Section.

(a) A Customer under Rate Schedule 30SS may transfer, by sale or otherwise, all or a portion of its storage inventory on any day during the year to any other Customer that is a current Customer under this Part 284 service under the following conditions:

(i) The transfer does not cause the transferee's total quantity of gas in storage to exceed the TASQ specified in its Storage Service Agreement;

(ii) Both the transferee and the transferor of the stored quantity

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First Revised Sheet No. 50 First Revised Sheet No. 50 : Effective

Superseding: Original Sheet No. 50

RATE SCHEDULE 30SS

THIRTY-DAY STORAGE SERVICE (Continued)

provide Equitrans with verification of the transfer through the EQUIPATH Electronic Communications System. The verification will include the identity of the transferee and the transferor, the storage;

- (iii) The transfer does not cause any party to be in violation of any requirement of Rate Schedule 30SS;
 - (iv) The transfer can be accomplished within the operating restrictions of Equitrans' storage fields, and does not require the issuance of an Operational Flow Order either to move transferred quantities between individual storage fields or to deliver transferred quantities to the transferee; and
 - (v) The transferee has existing arrangements for the transportation of storage quantities to and from storage on the Equitrans system
- (b) Based on the verification received, Equitrans will determine the revised ratcheting and cycling requirements for the transferor and transferee, as appropriate, and will post acknowledgement of the transfer on the EQUIPATH Electronic Communications System within one (1) business day after receiving verification in accordance with Section 8 of this Rate Schedule. Transferor and transferee may nominate injections and withdrawals thereafter in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

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FERC Docket: CP96-532-001

Original Sheet No. 51 Original Sheet No. 51 : Effective

RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm Ten Day Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions:

- a. Equitrans determines it has available capacity to render the storage service;
- b. Customer has entered into a Storage Service Agreement with Equitrans, Inc. for Ten Day Storage Service under this Rate Schedule; and
- c. Customer has separately made arrangements for the transportation of storage quantities to and from storage on the Equitrans system in order to utilize the service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under an executed Storage Service Agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).
- 2.2 This Rate Schedule shall apply to the injection of up to 1/200th of Customer's gas into storage on any day during the injection period, storage of Customer's gas, and withdrawal of up to 1/10th of the Customers TASQ on any day during the withdrawal period.
- 2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.
- 2.5 Customers under this Rate Schedule shall be permitted to release any portion of their capacity entitlements in accordance with Section 22

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RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE (Continued)

of the General Terms and Conditions, and to match any bids which Equitrans receives for their capacity entitlements prior to the expiration of their Storage Service Agreements.

3. RATE

3.1 The applicable maximum and minimum rates for storage service hereunder are set forth on Sheet No. 8 of this Tariff. Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the Customer shall pay Equitrans each month for service rendered based on the following charges:

- (A) Storage Demand The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement.
- (B) Storage Space The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement.
- (C) Storage Injection The charge per Dth multiplied by the quantity of gas injected for the month.
- (D) Storage Withdrawal The charge per Dth multiplied by the quantity of gas withdrawn for the month.
- (E) Storage Overrun The charge per Dth multiplied by the quantity of gas withdrawn during the month in excess of the MDWQ.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the storage loss retention factor set forth on Sheet No. 11 of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE (Continued)

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, individual Service Agreements may specify different injection periods.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable Storage Service Agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit, Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

5.3 Winter injections shall be permitted on an interruptible basis subject to Equitrans' management of storage to preserve deliverability.

5.4 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customers behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty

RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE (Continued)

shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus an additional charge of \$0.25/Dth. If Equitrans injects gas for injection on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, individual Service Agreements may specify different withdrawal periods.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable Storage Service Agreement, which shall be calculated as 1/10th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.
- 6.3 Summer withdrawals shall be permitted on an interruptible basis subject to Equitrans management of storage to preserve deliverability.
- 6.4 In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.
- 6.5 Scheduling of withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.6 Withdrawals will be subject to reduction in accordance with Section 9.3 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.7 Customer is required to withdraw seventy-five percent (75%) of its TASQ under this Rate Schedule on or before the last

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RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE (Continued)

day of the withdrawal period. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the gas remaining in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.

6.8 Equitrans is authorized to withdraw any portion of the 25% of the Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes, subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for storage overrun service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for the storage overrun service is set forth on Sheet No. 8 of this Tariff.

8. TRANSFER OF TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer except as title is transferred under this Section.

(a) A Customer under Rate Schedule 10SS may transfer, by sale or otherwise, all or a portion of its storage inventory on any day during the year to any other Customer that is a current Customer under this Part 284 service, under the following conditions:

(i) The transfer does not cause the transferee's total quantity of gas in storage to exceed the TASQ specified in its Storage Service Agreement;

(ii) Both the transferee and the transferor of the stored quantity provide Equitrans with verification of the transfer through the EQUIPATH Electronic Communications System. The verification will include the identity of the transferee and

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RATE SCHEDULE 10SS
TEN-DAY STORAGE SERVICE (Continued)

the transferor, the Storage Service Agreements between which
the transfer is made, and the quantity of gas transferred;

- (iii) The transfer does not cause any party to be in violation of
any requirement of Rate Schedule 10SS;
 - (iv) The transfer can be accomplished within the operating
restrictions of Equitrans' storage fields, and does not
require the issuance of an Operational Flow Order either to
move transferred quantities between individual storage fields
or to deliver transferred quantities to the transferee; and
 - (v) The transferee has existing arrangements for the transportation
of storage quantities to and from storage on the
Equitrans system.
- (b) Based on the verification received, Equitrans will determine the
revised ratcheting and cycling requirements for the transferor and
transferee, as appropriate and will post acknowledgement of the
transfer on the EQUIPATH Electronic Communications System within
one (1) business day after receiving verification in accordance with
Section 8 of this Rate Schedule. Transferor and transferee
may nominate injections and withdrawals thereafter in accordance
with Section 8 of the General Terms and Conditions of Equitrans'
FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are
applicable to this Rate Schedule where not inconsistent with the
provisions contained herein.

RATE SCHEDULE INSS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Interruptible Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions:

- a. Customer has entered into a Storage Service Agreement with Equitrans for storage service under this Rate Schedule;
- b. Customer arranged for transportation service under Equitrans' Rate Schedule FTS, NOFT, or ITS for utilization of the storage service provided under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under a Storage Service Agreement providing for a Maximum Storage Quantity ("MSQ"), which is the maximum quantity of gas which a Customer may have in the ground on any day. Daily injections shall be as permitted by Equitrans, but shall not exceed on any day, the variance between the Customer's MSQ and its level of storage inventory on that day. Daily withdrawals shall be as permitted by Equitrans, up to the Customer's current level of storage inventory, which shall not exceed the MSQ specified in the Customer's Service Agreement. A Customer will be permitted, pursuant to this Rate Schedule, to inject gas, maintain gas in storage and withdraw gas on an interruptible basis throughout the year.
- 2.2 Service hereunder shall be provided on an interruptible basis. Equitrans shall only be obligated to inject gas, maintain gas in storage or withdraw gas under this Rate Schedule when and to the extent that Equitrans determines that such injection, withdrawal or storage inventory level does not interfere with system operations or with Equitrans' ability to satisfy higher priority storage obligations.
- 2.3 Service hereunder shall consist of the receipt of gas at the point of injection specified in the Service Agreement, the storage of gas, and the withdrawal and redelivery of gas at the point of withdrawal specified in the Service Agreement. Transportation service to and from storage shall be solely the Customer's responsibility.

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RATE SCHEDULE INSS

INTERRUPTIBLE STORAGE SERVICE (Continued)

- 2.4 The injection, storage and withdrawal of gas pursuant to this Rate Schedule shall have a lower priority than any and all scheduled firm storage services, but superior to any and all overrun service requested by firm storage Customers. The Customer is required to schedule the injections and withdrawals of gas under this Rate Schedule in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff. If nominations for service under this Rate Schedule exceed, on any day, Equitrans' ability to provide such service in conjunction with other nominated storage services, Equitrans will apply the service priorities set forth in Sections 6.9 and 8.5 of the General Terms and Conditions in determining what service is scheduled.
- 2.5 Gas which is scheduled for daily injection or withdrawal is nonetheless subject to interruption based upon changes in firm storage service nominations received by Equitrans or when necessary to maintain the operational integrity of Equitrans' system. Prior notice will be given pursuant to Section 8.7(c) of the General Terms and Conditions. In the event that Equitrans notifies the Customer of an interruption in service under this Rate Schedule, the Customer must cease deliveries to or receipts from Equitrans, in whole or in part, as directed by Equitrans.
- 2.6 The capability to maintain gas in storage under this Rate Schedule is similarly subject to interruption, and Equitrans may require a Customer to withdraw all or part of its gas from storage within the time period specified by Equitrans which period shall be no less than three (3) days. Equitrans will notify the Customer of the need to remove its gas from storage and will specify the quantity to be withdrawn and the deadline for withdrawal. For each day Equitrans is unable to schedule the withdrawal of Customer's gas, the period specified for withdrawal shall be extended by a corresponding number of days. During the period specified by Equitrans for withdrawal, Customer may negotiate a sale in place of its gas in storage to another Customer with storage capacity available under one of Equitrans' Storage Rate Schedules, and may transfer the capacity to a Firm Storage Rate Schedule and Service Agreement which the Customer holds provided that storage capacity is available under the other Rate Schedule and Service Agreement. If Customer's gas is not removed, transferred, or sold in place by the end of the period designated by Equitrans, any remaining gas balance at the end of said period shall be forfeited to Equitrans free and clear of any liens or claims.

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FERC Docket: RP10-616-000

Second Revised Sheet No. 59 Second Revised Sheet No. 59
Superseding: First Revised Sheet No. 59

RATE SCHEDULE INSS
INTERRUPTIBLE STORAGE SERVICE (Continued)

3. RATE

3.1 The applicable rates for storage service hereunder are set forth on Statement of Rates for Rate Schedule INSS of this Tariff. Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the Customer shall pay Equitrans each month based on the following charges:

- (a) Storage Space - The space charge is a charge per Dth multiplied by the Customer's average storage inventory for the month.
- (b) Storage Injection - The charge per Dth multiplied by the quantity of gas injected into storage during the month.
- (c) Storage Withdrawal - The charge per Dth multiplied by the quantity of gas withdrawn from storage during the month.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

4. MINIMUM BILL

None.

5. STORAGE INJECTIONS

5.1 Equitrans will inject gas into storage on behalf of Customer on any day during the year provided that Customer schedules

RATE SCHEDULE INSS
INTERRUPTIBLE STORAGE SERVICE (Continued)

injections in accordance with Section 8 of the General Terms and Conditions, and Equitrans determines that injection capability and storage capacity are sufficient to satisfy such request.

- 5.2 The maximum quantity of gas which the Customer may be permitted to inject on any day under this Rate Schedule shall be the variance between the Customer's MSQ and the Customer's current storage inventory. Under no circumstances shall Equitrans be obligated to inject a quantity of gas on behalf of a Customer which will cause the Customer's current storage inventory to exceed its maximum storage quantity.
- 5.3 The injection of gas received from a Customer for storage under this Rate Schedule shall be on an interruptible basis and may be interrupted pursuant to Section 8.5 of the General Terms and Conditions whenever Equitrans in its sole discretion determines that such interruption is necessary due to operating conditions or to enable Equitrans to render storage service to higher priority Customers.

6. STORAGE WITHDRAWALS

- 6.1 Equitrans will withdraw gas from storage on behalf of a Customer on any day during the year provided that Customer schedules such withdrawals in accordance with Section 8 of the General Terms and Conditions and Equitrans determines that withdrawal capability is sufficient to satisfy such request.
- 6.2 The maximum quantity of gas which a Customer may be permitted to withdraw on any day under this Rate Schedule will be the Customer's current storage inventory which shall not exceed the MSQ specified in the Customer's service agreement.
- 6.3 The withdrawal of gas from storage for a Customer under this Rate Schedule shall be on an interruptible basis and may be interrupted pursuant to Section 8.5 of the General Terms and Conditions whenever Equitrans, in its sole discretion, determines that such interruption is necessary due to operating conditions or to render storage service to higher priority Customers.

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FERC Docket: CP96-532-001

Original Sheet No. 61 Original Sheet No. 61 : Effective

RATE SCHEDULE INSS
INTERRUPTIBLE STORAGE SERVICE (Continued)

7. TITLE TO GAS IN STORAGE

Title to gas stored on behalf of Customer under this Rate Schedule will remain with the Customer except to the extent otherwise provided by Section 2.6 of this Rate Schedule.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 62 First Revised Sheet No. 62
Superseding: Original Sheet No. 62

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") where Customer has executed a storage service agreement for service under this rate schedule, and has separately entered into a Service Agreement with Equitrans for Firm Transportation Service under one of Equitrans' Firm Transportation Rate Schedules prior to the effective date of Equitrans' Order No. 636 restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under an executed Storage Service Agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).
- 2.2 This Rate Schedule shall apply to the injection on a daily basis of up to 1/200th of Customer's TASQ into storage, storage on a daily basis of Customer's gas, and withdrawal on a daily basis of up to 1/115th of the Customer's TASQ. Storage injections and on a daily basis storage withdrawals under this Rate Schedule are permitted on any day during the year.
- 2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.

3. RATE

3.1 The applicable rates for storage service hereunder are set forth on Statement of Rates for Rate Schedule SS-3 of this Tariff. The Customer shall pay Equitrans each month for service rendered based on the following charges:

- | | |
|--------------------|---|
| (A) Storage Demand | The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement. |
|--------------------|---|

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 63 Second Revised Sheet No. 63
Superseding: First Revised Sheet No. 63

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

- (B) Storage Space The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement.
- (C) Storage Injection The charge per Dth multiplied by the quantity of gas injected for the month.
- (D) Storage Withdrawal The charge per Dth multiplied by the quantity of gas withdrawn for the month.
- (E) Storage Overrun The charge per Dth multiplied by the quantity of gas withdrawn during the month in excess of the Customer's MDWQ.

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, Customers under this Rate Schedule are entitled to inject gas into storage on a firm basis on any day during the year.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable storage service agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

- 5.3 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customers behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25/Dth. If Equitrans injects gas on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, Customers are entitled to withdraw gas from storage on a firm basis on any day during the year.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from

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Second Revised Sheet No. 65 Second Revised Sheet No. 65 : Effective
Superseding: Original Sheet No. 65

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable storage service agreement, which shall be calculated as 1.1/115th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.

- 6.3 Withdrawal of gas from storage on behalf of the Customer will be permitted during the withdrawal period according to a sliding scale described as follows:

Percentage of Quantity in Storage to TASQ	Available Withdrawal Quantity
100% - 17%	110% of MDWQ
Below 17%	100% of MDWQ

In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.

- 6.4 Scheduling of Withdrawals shall be provided by Customer to Equitrans in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 6.5 Customer is required to withdraw seventy-five percent (75%) of its TASQ under this Rate Schedule on or before the last day of the withdrawal period. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the gas remaining in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.
- 6.6 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes, subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

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FERC Docket: RP10-616-000

First Revised Sheet No. 66 First Revised Sheet No. 66
Superseding: Original Sheet No. 66

RATE SCHEDULE SS-3
WINTER STORAGE SERVICE (Continued)

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for Storage Overrun Service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for storage overrun service is set forth on Statement of Rates for Rate Schedule SS-3 of this Tariff.

8. TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

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FERC Docket: RP10-616-000

First Revised Sheet No. 67 First Revised Sheet No. 67
Superseding: Original Sheet No. 67

RATE SCHEDULE STS-1
Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer"), which has entered into a firm gas Transportation Agreement with Equitrans, L.P. (hereinafter called "Equitrans"), for transportation service under this Rate Schedule and has separately entered into a Service Agreement with Equitrans for firm contract storage service under Equitrans' Rate Schedule SS-3 prior to the effective date of Equitrans Order 636 Restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all natural gas transported by Equitrans for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (MDQ).

2.2 Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.

2.3 Transportation service hereunder shall consist of the acceptance by Equitrans of natural gas tendered by Customers for transportation at the Receipt Points specified in the executed Transportation Service Agreement for delivery into storage, and the redelivery of such gas from storage, after retention of the transportation retainage percentage set forth on Statement of Retainage Factors of this Tariff, at the delivery points specified in the Customer's service agreement.

2.4 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 8 of the General Terms and Conditions of Equitrans' Tariff. Equitrans shall schedule receipt and deliveries in accordance with Customers' nominations.

2.5 Equitrans shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet Equitrans' applicable quality standards.

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FERC Docket: RP10-616-000

Second Revised Sheet No. 68 Second Revised Sheet No. 68
Superseding: First Revised Sheet No. 68

RATE SCHEDULE STS-1
Transportation Service (Continued)

3. RATE

Unless otherwise mutually agreed to in accordance with Section 30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

3.1 Reservation Charge - An amount determined as follows:

- (a) Winter Demand - For the period November 1 through March 31, the Winter Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions, or
- (b) Base Demand - For the period April 1 through October 31, the Base Monthly Reservation Charge multiplied by the Billing Demand defined in the General Terms and Conditions.

3.2 Usage Charge - An amount determined as the product of:

- (a) The quantity of natural gas in Dth injected into storage; times
- (b) The rate per Dth set forth from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff, or superseding Tariff;

3.3 Surcharge - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff.

4. MINIMUM MONTHLY BILL

The Reservation Charge for the month.

5. TRANSPORTATION CONTRACT DEMAND

A Customer's Transportation Contract Demand shall be the MDQ of gas which Equitrans shall be obligated to deliver to Customer (or for Customer's account) at the Delivery Point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.

6. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, Equitrans, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's

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First Revised Sheet No. 69 First Revised Sheet No. 69
Superseding: Original Sheet No. 69

RATE SCHEDULE STS-1
Transportation Service (Continued)

MDQ specified in the executed Transportation Service Agreement. Said overrun service will have a priority equal to interruptible transportation service.

If Equitrans elects to transport said excess gas, Customer shall pay Equitrans for each Dth of excess gas scheduled for delivery by Equitrans to storage for Customer's account during the month, an authorized overrun rate equal to the 100% load factor of the Rate Schedule STS-1 rate, as such rate is in effect and reflected from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff, or superseding Tariff.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions, or deletions to said General Terms and Conditions are applicable to transportation service rendered under this Rate Schedule, and, by reference, are made a part thereof.

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FERC Docket: RP10-616-000

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Superseding: Original Sheet No. 70

Sheet No. 70 Reserved for Future Use

Effective Date: 05/16/2010 Status: Effective

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Sheet No. 71 Reserved for Future Use

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP05-164-000

First Revised Sheet No. 71A First Revised Sheet No. 71A : Effective
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Sheet No. 71A is Reserved for Future Use

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Sheet No. 71B is Reserved for Future Use

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First Revised Sheet No. 71C First Revised Sheet No. 71C : Effective
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Sheet No. 71C is Reserved for Future Use

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FERC Docket: RP05-164-005

Substitute First Revised Sheet No. 72 Substitute First Revised Sheet No. 72 : Effective
Superseding: Original Sheet No. 72

RATE SCHEDULE AGS
APPALACHIAN GATHERING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") which has (i) requested Appalachian gathering service from Equitrans, L.P. (hereinafter called "Equitrans"); (ii) entered into an AGS service agreement with Equitrans for service under this Rate Schedule; and (iii) complied with the provisions of this Rate Schedule and with all other provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the gathering of natural gas from designated Appalachian receipt points for delivery to the Gathering Aggregation Points described in Section 3.1 of this Rate Schedule. These Gathering Aggregation Points are not physical delivery points on the Equitrans' gathering system but are locations where Appalachian supplies are aggregated for downstream transportation. Service under this Rate Schedule shall apply to all gas nominated by the Customer under this Rate Schedule for delivery into a Gathering Aggregation Point up to the Gathering Quantity (GQ) established in the Customer's AGS Service Agreement.
- 2.2 To qualify for this service, a Customer must maintain a minimum of 10 dth/day of actual flowing supply at each of its Gathering Aggregation Points, exclusive of any transfers or imbalance quantities. Failure of the Customer to maintain an average of the minimum flowing supply at a specific Gathering Aggregation Point over a consecutive three month period may, at Equitrans' discretion, result in removal of such Gathering Aggregation Point from Customer's AGS Service Agreement.
- 2.3 Equitrans' only obligations under this Rate Schedule shall be to receive gas from any Appalachian receipt point and to permit that gas to flow against the existing pressure in Equitrans' facilities. Equitrans shall not be obligated to lower such line pressure by compression or otherwise to accommodate receipts from a Customer under this Rate Schedule.

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FERC Docket: RP05-164-006

Third Revised Sheet No. 73 Third Revised Sheet No. 73 : Effective

Superseding: Substitute Second Revised Sheet No. 73

RATE SCHEDULE AGS

APPALACHIAN GATHERING SERVICE (Continued)

- 2.4 With the exception of the WV North Gathering Aggregation Point, gas gathered under this Rate Schedule may be delivered into service agreements executed under Rate Schedules NOFT, FTS, or ITS. Gas received at the WV North Gathering Aggregation Point may not be directly redelivered into Equitrans' transmission system.
- 2.5 Service rights under an AGS Service Agreement may not be released or assigned.
- 2.6 Service under this Rate Schedule is interruptible and shall also be subject to Operational Flow Orders pursuant to Section 11 of the General Terms and Conditions of this Tariff. Nothing in this Rate Schedule shall limit Equitrans' right to interrupt service or to take other action as may be required to alleviate conditions which threaten the integrity of its system.
- 2.7 In determining quantities available to Customer at a Gathering Aggregation Point, Customer's gathering receipts upstream of Gathering Aggregation Point will be adjusted for applicable retainage in accordance with Section 4.1 of this Rate Schedule, and for any deliveries from the gathering system through Custody Transfer Points upstream of the Gathering Aggregation Points.
- 2.8 Equitrans shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide gathering service.

3. APPALACHIAN GATHERING AGGREGATION POINTS

- 3.1 Equitrans has established the following Gathering Aggregation Points on its system:

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Fifth Revised Sheet No. 74 Fifth Revised Sheet No. 74
Superseding: Fourth Revised Sheet No. 74

RATE SCHEDULE AGS
APPALACHIAN GATHERING SERVICE (Continued)

- (i) PA South: Appalachian gas gathered by facilities whose terminus is the Waynesburg Compressor Station, Greene County, Pennsylvania. Gas aggregated at the PA South Gathering Aggregation Point may be delivered into the Equitrans' transmission system.
- (ii) WV South: Appalachian gas gathered by facilities whose terminus is the Copley Run Compressor Station, Lewis County, West Virginia. Gas aggregated at the WV South Gathering Aggregation Point may be delivered into Equitrans' transmission system.
- (iii) WV West: Appalachian gas gathered by facilities whose terminus is the West Union Compressor Station. Gas aggregated at the WV West Gathering Aggregation Point may be delivered into Equitrans' transmission system.
- (iv) WV East: Appalachian gas gathered by facilities whose terminus is the Comet Compressor Station, Taylor County, West Virginia. Gas aggregated at the WV East Gathering Aggregation Point may be delivered into Equitrans' transmission system.
- (v) WV North: Appalachian gas gathered by facilities whose terminus is the Dominion Transmission H-1 and H-10 interconnects, Wetzel County, West Virginia. Gas aggregated at the WV North Gathering Aggregation Point may be delivered into the transmission system of Dominion Transmission, Inc.

3.2 Equitrans shall file with the FERC from time to time any changes to Gathering Aggregation Points or to establish additional Gathering Aggregation Points to adjust for changes in operations or market conditions. Equitrans will notify existing Rate Schedule AGS customers prior to making such filings

4. GATHERING CHARGE

4.1 When Customer's gas is received at any point on the Equitrans' gathering system, the Customer shall be assessed a gathering charge and fuel retainage percentage on each Dth of that gas. The Gathering Charges are set forth on Statement of Rates for Rate Schedule AGS and the fuel retainage percentages are set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

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FERC Docket: RP10-616-000

Fourth Revised Sheet No. 75 Fourth Revised Sheet No. 75
Superseding: 2nd Sub Third Revised Sheet No. 75

RATE SCHEDULE AGS
APPALACHIAN GATHERING SERVICE (Continued)

5. NOMINATIONS

- 5.1 The Customer will be responsible for nominating from the Appalachian receipt points to the applicable Gathering Aggregation Points, and for confirming all nominations for transportation from the Gathering Aggregation Points to the delivery point(s). Equitrans shall have no obligation to schedule gas for transportation from an Appalachian receipt point to a Gathering Aggregation Point unless it receives confirmation that a Customer will accept the gas at the Gathering Aggregation Point for redelivery downstream.
- 5.2 For the delivery of gas from the Appalachian receipt point to the Gathering Aggregation Point, the following procedures shall apply:
- (a) The Customer will provide via email or Equitrans' EBB System, a complete list of meters behind each Gathering Aggregation Point for the month in which production first flows under Customer's AGS Service Agreement and changes to that list for subsequent production months, at least thirty (30) days in advance of the first day gas will flow. The Customer and Equitrans will agree in advance on the monthly production to be received at each Gathering Aggregation Point.
 - (b) Equitrans will provide Gathering Aggregation quantity estimates including the prior month actuals with imbalances and production estimates on or about the 20th working day of the month to the Customer. Confirmation of estimates will be due from the Customer at least one day prior to the nomination due date.
 - (c) Gathering Aggregation Point title transfers by the Customer shall be permitted on an interruptible basis. Equitrans will offer up to a total of three title transfers per Customer each month, either incoming or outgoing. Title transfers may be made to another Customer at the same Gathering Aggregation Point or, subject to approval by Equitrans, to a Customer at a different Gathering Aggregation Point. Gathering Aggregation Point title transfers may be effectuated after quantity estimates have been issued by Equitrans and Equitrans has confirmed that the transferring Customer has sufficient supply to effectuate the title transfer. Gathering Aggregation Point title transfers must be confirmed via Equitrans' EBB System by both the transferor and transferee on or before the 25th working day of the month. This Section does not prohibit or limit the number of title transfer services provided by third party providers.
 - (d) The Customer will nominate quantities to be delivered

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Second Revised Sheet No. 76 Second Revised Sheet No. 76
Superseding: Substitute First Revised Sheet No. 76

RATE SCHEDULE AGS
APPALACHIAN GATHERING SERVICE (Continued)

from the Appalachian receipt points to the Gathering Aggregation Points in accordance with the provisions of Section 8 of the General Terms and Conditions of this Tariff. In addition, the Customer will provide, to the extent it is known, as part of its nomination the following information:

- (i) Names of shippers nominating gas from the Gathering Aggregation Points;
 - (ii) Transportation contracts, when applicable, used by Customers for downstream transportation;
 - (iii) Transportation quantities nominated by each Customer under each contract; and
 - (iv) Such other data as Equitrans deems necessary as designated on Equitrans' EBB System.
- (e) In the event that nominated receipts into a Gathering Aggregation Point exceed nominated deliveries from a Gathering Aggregation Point the Customer will identify upon request the priorities of flow so that Equitrans can reduce supplies to match market demand.
- (f) By the first day of the month in which gas is to flow under this Rate Schedule, the Customer shall provide Equitrans with a supply priority and reduction list for the monthly Gathering Aggregation Point quantity. The supply priority and reduction list shall specify which shippers will not receive gas in the event that nominations from a Gathering Aggregation Point exceed associated supplies during the month by more than the allowed tolerance specified in Section 6.2 of this Rate Schedule, and which Appalachian receipt points will be curtailed in the event that receipts into a Gathering Aggregation Point exceed nominations from a Gathering Aggregation Point during the month by more than the allowed tolerance. Equitrans will make reasonable efforts to coordinate any reductions required during the month with the Customer.

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Substitute Second Revised Sheet No. 77 Substitute Second Revised Sheet No. 77 : Effective
Superseding: First Revised Sheet No. 77

RATE SCHEDULE AGS
APPALACHIAN GATHERING SERVICE (Continued)

If one hundred percent of the monthly Gathering Aggregation Point quantity is not nominated for transportation from the Gathering Aggregation Point by the 5th calendar day of the month, Equitrans may at its discretion (i) issue an Operational Flow Order to the Customer in accordance with Section 11 of the General Terms and Conditions, (ii) reduce supplies according to the supply reduction list provided by the Customer and (iii) assess a fee on the un-nominated quantities equivalent to the maximum rate and all applicable surcharges and shrinkage under Rate Schedule LPS.

- (g) In the event Gathering Aggregation Point aggregate nominations exceed aggregate deliveries, in order to maintain the operational integrity of its system, Equitrans may allocate deliveries from Gathering Aggregation Points on a prorata basis based upon historical Gathering Aggregation Point receipts.

6. RESOLUTION OF IMBALANCES

- 6.1 The Customer shall be responsible for maintaining a balance between actual receipts and actual deliveries at each Gathering Aggregation Point and assumes responsibility for any imbalance which shall occur on a monthly basis. No penalty shall apply to any level of imbalance that is attributable to any prior period adjustment.
- 6.2 Any differences between actual receipts and actual deliveries shall be held as an operational imbalance under the Customer's AGS Service Agreement. Operational imbalances shall be resolved in accordance with Section 12.7 of the General Terms and Conditions; provided, however, that the imbalance tolerance for Rate Schedule AGS shall be ten percent (10%).

7. GENERAL TERMS AND CONDITIONS

- 7.1 All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof except as specifically excluded herein. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

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First Revised Sheet No. 78 First Revised Sheet No. 78 : Effective
Superseding: Original Sheet No. 78

RATE SCHEDULE LPS
LENDING AND PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") requesting Lending and Parking Service from Equitrans, L.P. (hereinafter called "Equitrans") under the following conditions:

- (a) Customer has entered into an LPS Service Agreement with Equitrans for lending and parking service under this Rate Schedule; and
- (b) Customer has sufficient facilities and transportation capacity available to receive gas from and deliver gas to Equitrans.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service provided under this LPS Rate Schedule shall be performed under Part 284 of the Commission's Regulations. This LPS Rate Schedule shall apply to all gas parked or loaned by Equitrans for Customer pursuant to an LPS Service Agreement providing for a Maximum Quantity (MQ).
- 2.2 Parking service hereunder shall consist of the receipt of gas at the point(s) specified in the Service Agreement, the parking of gas, and the return of the parked quantity of gas at the parking point(s) specified in the Service Agreement.
- 2.3 Lending service hereunder shall consist of the delivery of gas to Customer by Equitrans at the point(s) specified in the Service Agreement and the subsequent return of the quantities of gas to Equitrans at the agreed upon time at the point(s) specified in the Service Agreement.
- 2.4 Transportation service to and from the designated point(s) of service for parking and lending shall be solely the Customers responsibility. Transportation service is not provided under this Rate Schedule. If Equitrans and Customer agree that the Customer may receive or return quantities other than at the point(s) specified for service, then Customer will accomplish such transaction under a separate Transportation Agreement with Equitrans.
- 2.5 The lending and parking of gas under this Rate Schedule shall have a lower priority than any and all firm services. If nominations for service under this Rate Schedule

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RATE SCHEDULE LPS
LENDING AND PARKING SERVICE (Continued)

exceed, on any Day, Equitrans' ability to provide such service in conjunction with other nominated firm services, Equitrans will apply the service priorities set forth in Sections 6.9 and 8.5 of the General Terms and Conditions in determining the scheduling of service.

- 2.6 Equitrans may require a Customer to reduce deliveries to or receipts from Equitrans within the day consistent with Equitrans' operating requirements. Equitrans may require a Customer to return all or part of its gas from the Customer's lending service account or remove all or part of its gas from the Customer's parking service account within the time period specified by Equitrans, which period shall be no less than three (3) Days. Equitrans will notify the Customer of the need to remove or return and will specify the quantity to be removed or returned and the deadline for removal. For each Day Equitrans is unable to schedule the removal of Customer's nominated gas, the period specified shall be extended by a corresponding number of Days. If Customer's parking quantities are not removed by the end of the period designated by Equitrans, any remaining gas balance at the end of said period may be forfeited to Equitrans free and clear of any liens or claims in addition to any other charges owing to Equitrans. If Customer loaned quantities are not returned by Customer by the end of the period designated by Equitrans any unreturned gas shall be sold to Customer at 150% of the spot market price for Appalachian gas supply as published in Natural Gas Week for the week in which the deadline for the return of gas occurred in addition to any other charges owing to Equitrans.

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Third Revised Sheet No. 80 Third Revised Sheet No. 80
Superseding: Second Revised Sheet No. 80

RATE SCHEDULE LPS
LENDING AND PARKING SERVICE (Continued)

3. RATE

- 3.1 The charges to be paid by Customer shall be no higher than the maximum rate and no lower than the applicable minimum rate as set forth on Statement of Rates for Rate Schedule LPS of this Tariff. The Customer shall pay Equitrans each month based on the following charges:
- (a) Daily Lending and Parking Charge - A charge per Dth for gas loaned or parked at each point of service to be applied on each Day that service is provided.
- 3.2 Customer shall deliver to Equitrans, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas loaned or parked for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff; provided, however that Equitrans will not retain gas for storage loss in those instances where the transaction does not cause Equitrans to utilize storage.
- 3.3 Notwithstanding the provisions of Section 3.1 and 3.2 above, if Equitrans and Customer mutually agree to negotiated rates for service hereunder such negotiated rates shall apply in lieu of the otherwise applicable charges.

4. MINIMUM BILL

None.

5. NOMINATING AND SCHEDULING

- 5.1 For any Day when Customer desires Equitrans to loan or park gas for Customer's account under this Rate Schedule, Customer shall nominate to Equitrans in accordance with Section 8 of the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Equitrans to loan or park on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Equitrans shall receive for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.
- 5.2 For any Day when Customer desires the return of quantities of loaned or parked gas for Customer's account under this Rate Schedule,

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RATE SCHEDULE LPS
LENDING AND PARKING SERVICE (Continued)

Customer shall nominate to Equitrans in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires to return from parking or lending on such Day. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Equitrans shall return for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule.

- 5.3 Equitrans shall not loan or park a quantity of gas for Customer's account if said quantity will cause the Customer's total lending or parking quantity for any Day to exceed the MQ specified in Customer's Service Agreement. Equitrans shall not receive or deliver quantities in excess of the loaned or parked quantities for Customer's account.

6. GENERAL TERMS AND CONDITIONS

- 6.1 All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof except as specifically excluded herein. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

RATE SCHEDULE PS
POOLING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Pool Operator") which has (i) requested Pooling Service from Equitrans; (ii) entered into a service agreement with Equitrans for service under this Rate Schedule; (iii) identified the Rate Schedule FTS or Rate Schedule ITS service agreements with Equitrans into which its pool will operate; and (iv) complied with the provisions of this Rate Schedule and with all other provisions of Equitrans' FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule is an accounting service for gas supplies transported on Equitrans' transmission system. In accordance with this Rate Schedule, Pool Operator may aggregate or pool gas supplies for the purposes of transporting gas supply delivered into the Original Equitrans system or the CIPCO District.
- 2.2 Service under this Rate Schedule is interruptible. Upon interruption of service hereunder, Pool Operator will be required to nominate gas supplies using the applicable Rate Schedules FTS and/or ITS service agreements in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.3 Service under this Rate Schedule shall apply to gas nominated by a Pool Operator under this Rate Schedule for delivery to the Equitrans Market Aggregation Point or the CIPCO District Market Aggregation Point, up to the Maximum Daily Quantity ("MDQ") established in the applicable Rate Schedule FTS and/or ITS service agreements. The Equitrans Market Aggregation Point and the CIPCO District Market Aggregation Point are not physical delivery points on Equitrans' system, but rather nomination points where natural gas supplies are aggregated for transportation to downstream delivery points.
- 2.4 Each Pool Operator is responsible for ensuring that daily nominations into the Market Aggregation Points match daily nominations from the Market Aggregation Points. All daily receipts from the Market Aggregation Points must be nominated to either an eligible delivery point on the Equitrans system or an approved Pool Operator. Failure of a Pool Operator to have a nominated zero pool balance at the Market Aggregation Points at the end of each gas day will result in an imbalance charge in accordance with Section 6 of this Rate Schedule.

First Revised Sheet No. 83 First Revised Sheet No. 83 : Effective

RATE SCHEDULE PS
POOLING SERVICE (Continued)

- 2.5 Service rights under Rate Schedule PS may not be released or assigned.
- 2.6 Transportation of gas to the Market Aggregation Points for ultimate delivery to the delivery point shall be effectuated pursuant to the rates, terms and conditions of Rate Schedules FTS or ITS. The applicable rates will be assessed only on gas delivered to the Market Aggregation Point.
- 2.7 Service under this Rate Schedule shall be subject to Operational Flow Orders pursuant to Section 11 of the General Terms and Conditions of this Tariff. Nothing in this Rate Schedule shall limit Equitrans' right to interrupt service or to take other action as may be required to alleviate conditions which threaten the integrity of its system.

3. RECEIPT AND DELIVERY POINTS

Pool Operators receiving service under this Rate Schedule shall be permitted to nominate receipts from any point into the applicable Market Aggregation Point, and deliveries from the applicable Market Aggregation Point to any point, pursuant to the applicable Rate Schedules FTS or ITS agreements, and in accordance with Section 7 of the General Terms and Conditions.

4. RATES

- 4.1 Subject to Section 6 of this Rate Schedule, no rates will be charged for service under this Rate Schedule; provided, however, that nothing in this Rate Schedule PS shall be construed to relieve Customers from their obligation to pay applicable rates and other charges, including retainage, under their Rate Schedule FTS and/or ITS service agreements.
- 4.2 Equitrans reserves the right to file with the FERC to implement charges to recover all costs of providing service under this Rate Schedule. Before Equitrans implements such a charge, Pool Operators shall have the right to terminate their Rate Schedule PS Service Agreements that are subject to such charge.

5. NOMINATIONS

- 5.1 The Pool Operator is responsible for nominating gas supply into and from its Pool in accordance with Section 8 (Scheduling of Service) of the General Terms and Conditions. In addition, the Pool Operator will provide as part of its nomination the following information:

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RATE SCHEDULE PS
POOLING SERVICE (Continued)

- (a) Names of Customers participating in Pool Operator's Pool;
- (b) Transportation contracts used for upstream transportation;
- (c) Transportation contracts used for downstream transportation;
- (d) Transportation quantities nominated under each contract; and
- (e) Such other information as Equitrans deems necessary.

6. RESOLUTION OF IMBALANCES

6.1 Customers under the applicable Rate Schedule FTS and ITS agreements shall be responsible for scheduled or unscheduled physical receipt and delivery point imbalances which may occur on a daily basis in accordance with the Rate Schedules FTS and/or ITS.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof except as specifically excluded herein. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

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Sheet Nos. 85 - 199 Sheet Nos. 85 - 199 : Effective

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Original Sheet No. 86 Original Sheet No. 86 : Superseded

RATE SCHEDULE TPS
TRANSMISSION POOLING SERVICE (Continued)

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof except as specifically excluded herein. In the event of any conflict between the provisions of this Rate Schedule and the General Terms and Conditions, the provisions of this Rate Schedule shall apply.

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Ninth Revised Sheet No. 200 Ninth Revised Sheet No. 200
Superseding: Eighth Revised Sheet No. 200

EQUITRANS, L.P.

GENERAL TERMS AND CONDITIONS

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Fifth Revised Sheet No. 201 Fifth Revised Sheet No. 201

Superseding: Fourth Revised Sheet No. 201

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of Rate Schedules under Volume No. 1 of this Tariff, unless the context hereof specifies otherwise, the following words and/or terms are defined:

- 1.1 The term "Bidder" shall mean a party submitting a bid to Equitrans' EBB System for released capacity.
- 1.2 The term "Big Sandy Pipeline" shall mean the transportation facilities and assets located in Kentucky and approved by the Commission in Docket No. CP06-275-000.
- 1.3 The term "Billing Demand" for contract storage Customers shall be defined in the applicable storage service Rate Schedule.
- 1.4 The term "Billing Demand" for Customers using Rate Schedules NOFT, FTS and STS-1 for associated transportation of contract storage quantities shall mean the Maximum Daily Withdrawal Quantity and the Maximum Daily Injection Quantity set forth in the applicable storage service rate schedule.
- 1.5 Reserved for future use.

GENERAL TERMS AND CONDITIONS (Continued)

- 1.6 The term "Btu" shall mean British thermal unit, and shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit. For reporting purposes, BTU conversion factors shall be reported to not less than 3 decimal places and Pressure Base conversion factors shall be reported to not less than 6 decimal places. For calculation purposes, not less than 6 decimal places shall be used for both conversion factors.
- 1.7 The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- 1.8 The term "Capacity Release Program" shall mean the mechanism for Customers holding transportation and storage entitlements on the Equitrans system to third parties.
- 1.9 The term "central clock time" (CCT) shall mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- 1.10 The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when such gas is at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- 1.11 The term "custody transfer point" shall mean any delivery point, upstream of a Gathering Aggregation Point, at which natural gas is delivered from Equitrans' gathering system to a third party.
- 1.12 The term "Customer" shall mean any entity that has entered into a service agreement with Equitrans under one or more of Equitrans' Rate Schedules.
- 1.13 The term "day" or "gas day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. CCT.
- 1.14 The term "Dekatherm" (Dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One dekatherm of gas shall mean the quantity of gas which contains one dekatherm of energy.
- 1.15 The term "dry cubic foot" shall mean one cubic foot of anhydrous gas (containing no water).
- 1.16 The term "EDI" shall mean electronic data interchange as defined by the standards established by the North American Energy Standards Board and approved by the Federal Energy Regulatory Commission.

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Fifth Revised Sheet No. 203 Fifth Revised Sheet No. 203

Superseding: Fourth Revised Sheet No. 203

GENERAL TERMS AND CONDITIONS (Continued)

- 1.17 The term "Equitrans' EBB System" shall mean the interactive electronic communications system offered by Equitrans on a nondiscriminatory basis to any user which requests and has been assigned a password and agrees to comply with the procedures for access and use of Equitrans' EBB System set forth in Section 26 of these General Terms and Conditions.
- 1.18 The terms "Equitrans," "Pipeline," and "Transporter" shall mean Equitrans, L.P.
- 1.19 The term "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor governmental agency.
- 1.20 The term "gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.
- 1.21 The term "Gathering Aggregation Point" shall refer to the locations designated for the aggregation of Appalachian supply on the Equitrans system as set forth in Rate Schedule AGS.
- 1.22 The term "heating value" shall mean the number of Btu's evolved by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of sixty (60) degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and water formed combustion is condensed to the liquid state.
- 1.22A The term "Mainline System" shall refer to Equitrans' Pipeline System which provides gathering, storage and transmission services in the Western Pennsylvania, Northern West Virginia, and Eastern Kentucky regions. This system does not include the Big Sandy Pipeline.
- 1.23 The term "Market Aggregation Point" shall refer to non-physical nomination point where gas supplies are aggregated for transportation to downstream physical delivery points.
- 1.24 The term "Maximum Daily Volume," "Maximum Daily Quantity," or "Transportation Contract Demand" shall mean the maximum quantity of gas that Equitrans is to deliver in any day to Customer or for Customer's account as required under the executed Service Agreement between the parties.
- 1.25 The term "Maximum Quantity" shall mean the maximum quantity of gas which Customer is entitled to loan or park on the Equitrans system under Rate Schedule LPS on any day during the year.

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Third Revised Sheet No. 204 Third Revised Sheet No. 204 : Effective
Superseding: Substitute Second Revised Sheet No. 204

GENERAL TERMS AND CONDITIONS (Continued)

- 1.26 The term "Maximum Storage Quantity" shall mean the maximum amount of gas which a storage Customer is entitled to have in storage on any day during the year.
- 1.27 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.
- 1.28 The term "month" shall mean a period of time beginning at 9:00 a.m. CCT, on the first day of a calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.
- 1.29 The term "Nomination Period" shall mean a period of time Customer includes in a nomination for gas service.
- 1.30 The term "Pool" shall refer to the aggregation of supply by a single Pool Operator at a single "Market Aggregation Point".
- 1.31 The term "Pool Operator" shall mean any entity that has entered into a Service Agreement with Equitrans under Rate Schedule PS.
- 1.32 The term "Prearranged Replacement Customer" shall mean a Customer that prearranges a bid for capacity with a Releasing Customer and contracts to utilize a Releasing Customer's Capacity for a specified period.
- 1.33 The term "psia" shall mean pounds per square inch absolute.
- 1.34 The term "psig" shall mean pounds per square inch gauge.
- 1.35 The term "Releasing Customer" shall mean a firm Customer or Replacement Customer holding firm capacity under a service agreement that desires to release all or a portion of its firm capacity rights under Section 22 of the General Terms and Conditions.
- 1.36 The term "Replacement Customer" shall mean a Customer which has contracted to utilize a Releasing Customer's capacity for a specified period.
- 1.37 The term "Recourse Rate" shall mean the maximum base tariff rate plus all applicable surcharges set forth in this Tariff for service under the corresponding Open Access Rate Schedules.
- 1.38 The term "Summer Season" or "Base Season" shall mean the period from April 1 through October 31.

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Superseding: Second Revised Sheet No. 205

GENERAL TERMS AND CONDITIONS (Continued)

- 1.39 The term "Total Annual Storage Quantity" (TASQ) shall mean the maximum amount of gas which a storage Customer is entitled to have in storage on any day during the storage year. For all storage Rate Schedules the TASQ shall be stated on a dekatherm basis using a system average heating value of 1 Mcf = 1.045 Dth, the same heating value which is used to derive storage and transportation rates.
- 1.40 The term "Transportation" as it pertains to transportation related to storage, shall include the receipt of gas, transportation to storage, storage injection, storage withdrawal, transportation from storage and delivery of gas. Transportation related to storage will be treated as a single transaction from the receipt of gas to the delivery of gas after withdrawal from storage.
- 1.41 The term "wet cubic foot" shall mean one cubic foot of gas that is saturated with water at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- 1.42 The term "Winter Season" shall mean the period from November 1 through March 31.
- 1.43 The term "year" shall mean a period of twelve (12) consecutive months beginning at 9:00 a.m. CCT on the first day of the month following the date of initial receipt and delivery and ending at 9:00 a.m. CCT on the first day of such month of the next succeeding calendar year throughout the term of the Service Agreement hereunder, except that the first contract year shall include the partial month commencing with the date of initial delivery of gas.

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Sheet Nos. 206-208 Sheet Nos. 206-208 : Effective

Sheets Nos. 206 through 208 are Reserved for Future Use

GENERAL TERMS AND CONDITIONS (Continued)

2. MEASUREMENT EQUIPMENT

- 2.1 Installation and Operation of Measuring Facilities - All measuring facilities shall be installed, owned, maintained and operated as determined solely by Equitrans. Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with American Gas Association Transmission Measurement (AGATM) Committee Report No. 3 dated May, 1985. If turbine meters are used they shall be installed and operated in accordance with AGATM Committee Report No. 7 dated November, 1984.
- 2.2 Installation and Operation by Customer - Customer may install, maintain and operate at its own expense, at or near the receipt Point(s) and the Delivery Point(s), check meters and other necessary equipment by which the quantity of gas delivered to or by Equitrans may be measured. Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with the referenced AGATM Committee Report No. 3. If turbine meters are used, they shall be installed and operated in accordance with the referenced AGATM Committee Report No. 7.
- 2.3 Non-interference - Measuring equipment applying to or affecting deliveries shall be installed in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. The parties shall exercise care in the installation, maintenance and operation of check measuring or pressure regulating equipment or gas compressors so as to prevent any inaccuracy in the determination of the quantity of gas being measured.
- 2.4 Calibration and Test of Measurement Equipment - Each party shall, if it so requests, have the right to have representatives present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other party's measuring equipment, including calorimeters, used in the measurement of deliveries of gas.

The accuracy of the measuring equipment, including calorimeters, may be verified at the request of either party at reasonable intervals but not more often than once in any thirty (30) day period.
- 2.5 Correction of Metering Errors - If, upon any test, any measuring equipment is found to be in error not more than two percent (2%), previous recordings of such equipment shall be considered accurate

GENERAL TERMS AND CONDITIONS (Continued)

in computing deliveries, but such equipment shall be adjusted at once to record correctly. If, upon any test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, previous records of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over the latter one-half of the time elapsed since the date of the last test.

- 2.6 Failure of Measuring Equipment - In the event any measuring equipment is out of service, or if found registering inaccurately and the error is not determinable by test, previous recordings or deliveries through such equipment shall be estimated:
- a. By using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
 - b. By correcting the error if the percentage of error is ascertainable by calibration, special test or calculation, or in the absence of both (a) and (b) then;
 - c. By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

The estimated readings or deliveries so determined shall be used in determining the volume of gas delivered for any known or agreed upon applicable period. In case the period is not known or agreed upon, such estimated deliveries shall be used in determining the volume of gas delivered hereunder during the latter half of the period from the date of the immediately preceding test to the date the measuring equipment has been adjusted to record accurately; the recordings of the measuring equipment during the first half of said period shall be considered accurate in computing deliveries.

- 2.7 Measurement Corrections. The cutoff for the closing of measurement is five (5) business days after the business month. If an error is discovered in the measured quantities, such error shall be adjusted within thirty (30) days of the determination thereof; provided, however, that any claim for adjustment shall be made within six (6) months of the production month in which the claimed error occurred. The time for dispute or resolution of the claim shall be

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GENERAL TERMS AND CONDITIONS (Continued)

three (3) months from the date the claim is made. Such time limits shall not apply in the case of deliberate omission or misrepresentation, or mutual mistake of fact, nor shall this provision diminish other statutory or contractual rights of the parties.

- 2.8 Preservation of Records - Both Equitrans and Shipper shall preserve for a period of at least five (5) years or such other period as may be required by public authority, all test data, charts and other similar records pertaining to measurement of gas hereunder.

GENERAL TERMS AND CONDITIONS (Continued)

3. MEASUREMENT

- 3.1 Unit of Measurement for service under any rate schedule shall be one (1) dekatherm (1,000,000 BTUs). The number of dekatherms shall be determined by multiplying the number of cubic feet of gas received or delivered, measured on the measurement basis, herein specified, by the heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1 above, and dividing the product by 1 million (1,000,000).
- 3.2 Factors to be Considered - To determine the volume of gas delivered, required factors shall be applied to take account of the pressure, temperature, specific gravity and deviation from Boyle's Law of the gas delivered at a point of measurement. Where measurement is by orifice meter, the procedure for computation of gas volumes, including the determination of orifice flow constant, shall conform to the referenced AGATM Report No. 3 of the Natural Gas Department of the American Gas Association, dated September, 1969, as revised from time to time, applied in a practical manner.
- 3.3 Assumed Atmospheric Pressure - The average atmospheric (barometric) pressure shall be assumed to be 14.4 pounds per square inch absolute, regardless of actual elevation or location of the delivery point above sea level or variations in actual barometric pressure from time to time.
- 3.4 Specific Gravity - The specific gravity of the gas shall be determined by test, using an Acme Specific Gravity Balance or other approved instrument, at the commencement of deliveries to Buyer and as often thereafter as deemed necessary, or if agreed upon between Equitrans and Shipper, by the use of a recorder periodically checked by an Acme Specific Gravity Balance or other approved instrument, or by other accepted methods.
- 3.5 Deviation from Boyle's Law - Deviation from Boyle's Law shall be determined by tests, or computed by approved methods, based upon the composition of the gas and conditions at the point of measurement, with such reasonable frequency as shall be deemed necessary.

GENERAL TERMS AND CONDITIONS (Continued)

4. QUALITY

- 4.1 Except as otherwise provided below, all natural gas delivered to Equitrans at Receipt Point(s) and all natural gas delivered by Equitrans at the Delivery Point(s) shall conform to the following specifications:
- (i) Liquids - The gas shall be dehydrated by Seller and free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds of water per million cubic feet measured at the purchase base of 14.73 psia and 60 degrees Fahrenheit.
 - (ii) Hydrogen Sulfide - The gas shall not contain more than four (4) parts per million on a volumetric basis, or three-tenths (0.3) of a grain of hydrogen sulfide per one hundred (100) cubic feet.
 - (iii) Total Sulfur - The gas shall not contain more than 170 parts per million, on a volumetric basis, or ten (10.0) grains of total sulfur per one hundred (100) cubic feet.
 - (iv) Carbon Monoxide - The gas shall not contain more than one tenth percent (0.1%) by volume of carbon monoxide.
 - (v) Carbon Dioxide and Other Inerts - The gas shall not contain more than four percent (4%) by volume of total combined inerts such as carbon dioxide, nitrogen, argon, and helium; provided that the total carbon dioxide content shall not exceed two and one half percent (2.5%) by volume.
 - (vi) Dust, Gums and Solid Matter - The gas shall be commercially free of dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the gas in the course of transportation through pipelines.
 - (vii) Heating Value - The gas shall contain a heating value of not less than nine hundred seventy (970) Btus per cubic foot calculated on a dry basis at 14.73 psia and 60 degree Fahrenheit.
 - (viii) Temperature - The gas shall be delivered at temperatures not in excess of one-hundred degrees Fahrenheit (100°).
 - (ix) Gasoline - The gas shall contain not more than two-tenths (0.2) of a gallon of natural gasoline per 1,000 cubic feet.
 - (x) Oxygen - The gas shall not contain more than 2,000 parts per million (0.2%) of oxygen by volume.
 - (xi) Bacteria - The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Company's pipelines, meters, regulators, or other facilities and appliances through which Customers' gas flows or (ii) interference with the proper operation of the Company facilities. Microbiological organisms, including, but not limited to sulfate reducing bacteria (SRB) and acid producing bacteria (ACB), when considered as a possibility, shall be tested for their existence utilizing the American Petroleum Institute test method API-R38 or other acceptable test method as determined by both parties.

GENERAL TERMS AND CONDITIONS (Continued)

Equitrans may accept natural gas which differs from the quality specifications set forth above until such time as Equitrans, in its reasonable discretion and judgment, determines that natural gas received for transportation must conform to the quality specifications set forth above to maintain desired standards in and/or prudent operation of Equitrans' system. Upon such a determination, Equitrans will notify Customer that all prospective deliveries must comply with the quality specifications set forth above or the provisions of Section 4.2 below shall be applicable to all natural gas tendered for transportation which does not so comply. Equitrans will not permit deviation from the quality standards set forth above if such deviation will adversely impact the quality of service to any other customer.

- 4.2 If, at any time, gas tendered by Customer for transportation or by Equitrans after transportation shall fail to substantially conform to any of the applicable quality specifications and Equitrans notifies the delivering party of such deficiency and the delivering party fails to remedy any such deficiency within a reasonable period of time, Equitrans may, at its option, refuse to accept delivery pending correction of the deficiency by the delivering party. In the alternative Equitrans may continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications, in which event the delivering party shall reimburse Equitrans for all reasonable expenses incurred by Equitrans in effecting such changes. Failure by either Equitrans or Customer to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Transportation Service Agreement and shall not limit Equitrans' right to refuse to accept deliveries from any Shipper that fail to conform to applicable quality specifications at any time.
- 4.3 In the event that Equitrans' acceptance of gas which does not comply with the quality standards contained herein results in the diminution in quality, quantity, or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Equitrans' system shall be liable for any damage caused thereby, and such Customer shall indemnify and hold Equitrans harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Equitrans from any damage resulting from Equitrans' negligence or willful misconduct in handling the gas tendered for delivery. In no event shall any other Customer be held liable for any damage to Equitrans' system caused by the acceptance of gas which does not comply with the quality standards contained herein.

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GENERAL TERMS AND CONDITIONS (Continued)

- 4.4 Equitrans shall have the right to collect from all Customers delivering gas to Equitrans at a common Receipt Point their volumetric pro rata share of the cost of any additional gas analysis and quality control equipment which Equitrans, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.

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GENERAL TERMS AND CONDITIONS (Continued)

5. EQUALITY OF SERVICES

Equitrans hereby states that the terms and conditions of service for all unbundled transportation service provided under Equitrans' FERC Gas Tariff are provided on a basis that is equal in quality for all gas supplies. All customers can access all sellers of gas and receive the same quality of service on Equitrans system whether their gas supplies are purchased from Equitrans or any other seller. Furthermore, no preference is afforded to any affiliate of Equitrans for sales and transportation service which Equitrans provides.

GENERAL TERMS AND CONDITIONS (Continued)

6. PROCEDURES FOR REQUESTING AND CONTRACTING FOR SERVICE

6.1 Requests for Service. To qualify for storage or transportation service under any of Equitrans' firm or interruptible rate schedules, a potential Customer must submit a request for service in writing to Equitrans, Gas Transportation Department. Such request shall be considered valid only if it contains all the information specified in Section 6.2. In addition, requests for firm service must be accompanied by a refundable earnest money deposit equal to the lessor of (a) \$10,000, or (b) three months of anticipated reservation charges based on the quantity requested and the prevailing rate for the service. A requestor that is an existing Customer of Equitrans shall not be required to provide a deposit in order to make a request for service, provided however, that Equitrans may require an existing Customer to furnish updated credit evaluation information pursuant to Section 6.3 of the General Terms & Conditions.

6.2 Form of Service Request. To be considered as a valid request, a request for service must contain the following information:

- a. Requestor's Identification -- name, address, telephone number, E-mail address, Dun and Bradstreet Number, and representative of party requesting service, and representative to whom invoices should be mailed.
- b. Type of Service Requested
- c. Gas Quantities Requested -- the maximum daily quantity requested over the life of the delivery period allocated to each primary receipt and delivery point requested.
- d. Point(s) of Receipt
 - (i) The primary point(s) of entry into Equitrans' system;
 - (ii) Name and contact person for party delivering the gas.
- e. Point(s) of Delivery
 - (i) The primary point(s) of delivery by Equitrans;
 - (ii) Name and contact person for party receiving gas;

GENERAL TERMS AND CONDITIONS (Continued)

- f. Term of Service - the date service is requested to commence and is requested to terminate.
 - g. Certification - Shipper has or will obtain title to the gas quantities requested in (d) above, and has entered into or will enter into all arrangements necessary to ensure all upstream and downstream transportation will be in place prior to the initiation of service.
- 6.3 Credit Evaluation. Equitrans' acceptance of a request for service is contingent upon the requesting party's satisfying a credit evaluation by Equitrans. An ongoing relationship or billing history between Equitrans and the requesting party may serve to establish that party's creditworthiness. In the absence of a prior billing history, the requesting party will provide the following information as requested by Equitrans:
- a. Bank references.
 - b. Year end financial statements together with the latest quarterly report.
 - c. A list of all affiliates.
 - d. A statement of whether the requesting party is operating under any bankruptcy or insolvency law or any law relating to the relief of debtors, reorganization or creditors assignment.
 - e. Such other information as Equitrans deems necessary to evaluate the creditworthiness of the requesting party.
- 6.4 Upon notification of Equitrans that a Customer has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such Customer may still obtain credit approval by Equitrans if it pays any outstanding balances due Equitrans for service rendered or has complied with Section 13.7 of the General Terms and Conditions with regard to such balances and elects to provide one of the following:
- a. An advance deposit.
 - b. A standby irrevocable letter of credit.

GENERAL TERMS AND CONDITIONS (Continued)

- c. Security interest in collateral found to be satisfactory to Equitrans.
 - d. A guarantee, acceptable to Equitrans, by another person or entity which satisfies credit appraisal.
- 6.5 Such advance deposit, standby irrevocable letter of credit, security interest or guarantee should at all times be in an amount equal to three (3) months of highest estimated usage during the term of the Service Agreement. If Customer's credit standing ceases to meet Equitrans' credit requirements during the period of service, then Equitrans has the right to require security or prepayment as specified herein. If security or prepayment is not tendered in a time period as reasonably determined by Equitrans, then Equitrans is not required to continue service. If Customer is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first day of the month following written notice to Customer.
- 6.6 Acceptance of Service Requests. Equitrans will evaluate and respond to requests for service as soon as is reasonably possible. Equitrans will accept those requests for firm service which satisfy all applicable operational and creditworthiness criteria when and to the extent that Equitrans determines that capacity is available in Equitrans' existing facilities and that such capacity is not subject to a prior claim by another Customer or class of service under a preexisting Service Agreement or certificate. Equitrans will accept those requests for interruptible service which satisfy all applicable operational and creditworthiness criteria. If the service request is accepted by Equitrans, the earnest money deposit will be applied against the first amounts due from the Customer to Equitrans until fully used. If the request is not accepted by Equitrans or if service is not otherwise offered, the earnest money deposit will be refunded with interest. If service is offered to a Customer under terms which are substantially different from those requested, the Customer may elect not to receive such service and shall be entitled to a refund of its deposit.
- 6.7 Execution of Service Agreement. If an applicant's request for service and credit evaluation comply with this

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GENERAL TERMS AND CONDITIONS (Continued)

Section 6 and Equitrans accepts Customer's request for service, Equitrans will tender a Service Agreement to the Customer. If the applicant fails to execute and return the Service Agreement within 30 days, Equitrans may consider the request for service invalid and the Service Agreement shall be void, and Equitrans shall return the earnest money deposit given in accordance with Section 6.1 of the General Terms and Conditions. For interruptible transportation and storage service, the date of the execution of the Service Agreement will determine priority in Equitrans' interruptible queue.

- 6.8 Contact Person. At the time that the Customer returns its Service Agreement it shall designate the names, E-mail addresses and telephone numbers of one or more contact persons who shall be available 24 hours per day 365 days per year.
- 6.9 Queue Priority for Interruptible Service. Equitrans will maintain separate queues of executed Service Agreements for interruptible transportation, interruptible storage service and lending and parking service. For interruptible transportation service, the queue of existing interruptible Service Agreements which is in effect on the effective date of this Section will remain in effect with existing request dates and specified receipt and delivery points undisturbed. New Service Agreements for interruptible transportation service will be placed in the queue for transportation service and be assigned a queuing date as of the date the Agreements are executed. Service Agreements for interruptible storage service and lending and parking service will be placed in the queue and assigned a queuing date as of the date the Agreements are executed beginning with the queue initiation date of December 1, 1992. The allocation of interruptible capacity shall be subject to the negotiated rates in effect between Equitrans and any interruptible Customer in accordance with Section 30.3 of the General Terms and Conditions. Requests for quantities of interruptible service shall be fulfilled commencing with service to be charged at Equitrans' applicable Recourse Rate then in effect under this Tariff in sequence starting with the earliest executed Service Agreement for such service; next in order shall be service charged at a rate that is less than Equitrans' applicable Recourse Rate, in sequence from the highest rate to the lowest rate. At each rate level which is

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GENERAL TERMS AND CONDITIONS (Continued)

below the Recourse Rate, service shall be offered in sequence starting with the earliest executed Service Agreement for such service. Within each of these categories capacity shall be prorated as necessary among requests for quantities of interruptible service having the same date of execution.

GENERAL TERMS AND CONDITIONS (Continued)

7. FLEXIBLE RECEIPT AND DELIVERY POINTS

- 7.1 Primary Receipt and Delivery Points. All firm transportation Customers receiving service pursuant to Part 284 will have primary receipt and delivery points specified in Exhibit A of their Service Agreements. Existing firm transportation Customers on the effective date of this Section that retain their firm capacity rights also retain their priorities at the receipt and delivery points designated in their Service Agreements. Primary receipt and delivery points specified in a Customer's Service Agreement will be quantity specific by each point. The sum of the quantities specified at each primary receipt and delivery point must equal the Maximum Daily Quantity specified in the Transportation Service Agreement.
- 7.2 Secondary Receipt and Delivery Points. All firm transportation Customers receiving service pursuant to Part 284 will be permitted to nominate service on a secondary basis at all receipt and delivery points on the Equitrans' system. Each secondary receipt and delivery point nomination may specify quantities up to the Maximum Daily Quantity. Equitrans will maintain on Equitrans' EBB System a master index of primary receipt and delivery point allocation for Customers requesting secondary points.
- 7.3 Addition of Receipt and Delivery Points. A firm transportation Customer may add primary receipt and delivery points at any time during the life of the Transportation Service Agreement subject to the agreement of Equitrans. Changes in primary receipt and delivery points will be permitted provided sufficient receipt or delivery capacity exists at the specified meter station. Changes in primary receipt and delivery points will be effective upon 48 hours notice from the Customer to Equitrans, and will be subject to ratification through an amended Service Agreement. No firm Customer will lose priority to Equitrans' mainline capacity by adding, deleting, or changing primary receipt or delivery points. However, a firm Customer will not gain priority at any receipt or delivery point over a preexisting firm Customer designating the same point as a primary point.

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GENERAL TERMS AND CONDITIONS (Continued)

- 7.4 Receipt and Delivery Points for Interruptible Service.
Customers in Equitrans' interruptible transportation queue on the day before the effective date of this Section 7.4 have receipt and delivery points specified in their Service Agreements. Equitrans will maintain a master receipt and delivery point index for Part 284 interruptible Customers requesting service on or after the effective date of this Section 7.4. An interruptible transportation Customer will nominate receipt and delivery points from the master list, and may change receipt and delivery points pursuant to Sections 8.1 and 8.2 of the General Terms and Conditions with no impact on the Customer's previously granted interruptible transportation priority. However, any request by a Customer to increase its Maximum Daily Quantity in conjunction with any change in receipt or delivery points will be considered a new request for service to the extent of the increase in Maximum Daily Quantity and require the execution of a new Service Agreement and a new priority at the end of Equitrans' interruptible transportation queue.
- 7.5 Receipt and Delivery Points for Rate Schedule STS-1 Service.
Customers receiving firm transportation under Equitrans' Rate Schedule STS-1 pursuant to a Section 7c certificate are limited to the receipt and delivery points specified in their current Service Agreement. These points will have the same priority as primary points up to contractual levels.
- 7.6 Delivery Points for Rate Schedule AGS Service / Receipt points for downstream service. Subject to Section 2.8 of Rate Schedule AGS, Gathering Aggregation Points established pursuant to Rate Schedule AGS shall serve as delivery points in all AGS Service Agreements. Customers receiving downstream transportation service under Part 284 may nominate Gathering Aggregation Points as transportation receipts points on either a firm primary or interruptible basis.

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GENERAL TERMS AND CONDITIONS (Continued)

8. SCHEDULING OF SERVICES

8.1 Nominations. If a Customer desires service under Equitrans' transportation, storage, Appalachian Gathering Service or Lending & Parking Service Rate Schedules for any Nomination Period as defined in Section 1.25 of these General Terms and Conditions, the Customer will submit a timely nomination to Equitrans. All parties should support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper. The sending party should adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. For submitting of nominations the Customer must adhere to the following:

- a. All nominations should include Customer defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Customers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.
- b. All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination is unaffected. Nominations have a prospective effect only. No Customer under an interruptible rate schedule may increase its nomination for service during the Nomination Period if such increase would require Equitrans to reduce the quantities of gas which would be transported for other firm Customers during the Nomination Period.
- c. Overrun quantities should be requested as a separate transaction and identified as such by using the appropriate nomination transaction type.

GENERAL TERMS AND CONDITIONS (Continued)

- d. A nomination must leave the control of the Customer either through Equitrans' EBB System, EDI, or via facsimile, and is considered timely if submitted according to one of the following nomination cycles:
- (i) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).
 - (ii) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.
 - (iii) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by transporter from

GENERAL TERMS AND CONDITIONS (Continued)

upstream and downstream connected parties;
2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.

- (iv) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

- e. The nomination and intra-day nomination shall contain the following information:

- (i) The Customer's name, contact person, and service agreement number(s) under which service is nominated;
- (ii) The transaction type and package ID if applicable;
- (iii) The beginning and ending dates for the nomination which must fall within the term of the Customer's Service Agreement;
- (iv) The specific daily quantity of gas requested under each service agreement for each day of the calendar month the Nomination Period;
- (v) The desired receipt and delivery points and the nominated quantity associated with each. Delivery point quantity shall be adjusted to reflect the reimbursement of fuel to Equitrans in kind. The standard fuel calculation mechanism, as this is related to the nomination process, is $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity rounded to the nearest dekatherm = delivery

GENERAL TERMS AND CONDITIONS (Continued)

quantity. Equitrans will not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth;

- (vi) The names of entities who will deliver gas to Equitrans if available and who will receive gas from Equitrans, along with upstream and downstream contract numbers;
- (vii) The portion of the nominated quantities designated for imbalance correction purposes;
- (viii) Whether the nomination will roll over after the end of the Nomination Period; and
- (ix) Any business-conditional and/or mutually-agreeable data elements which may be needed for Equitrans to perform the service and satisfy the other operational constraints on its system.

8.2 Intra-Day Nominations. The Customer shall have the right to submit an intra-day nomination prior to gas flow to revise its scheduled quantities, point(s) of receipt, and/or point(s) of delivery on a prospective basis. Such intra-day nomination shall only be implemented to the extent that Equitrans is able to confirm the receipt and delivery of such gas. Intra-day nominations may be used to nominate new supply or market. An intra-day nomination shall specify Customer's service requirement for one day only and shall include the effective date and time. Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination. There is no limitation as to the number of intra-day nominations which a Customer may submit at any one standard nomination cycle or in total across all standard nomination cycles.

8.3 Agents. A Customer may use an agent, which may be Equitrans, to provide all or a portion of its necessary nomination data, provided that Equitrans receives advance written notice of such agency relationship. A Customer that uses an agent for nomination purposes shall hold Equitrans harmless for all actions or inactions of its agent.

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Third Revised Sheet No. 227 Third Revised Sheet No. 227
Superseding: Second Revised Sheet No. 227

GENERAL TERMS AND CONDITIONS (Continued)

- 8.4 Scheduling. Equitrans will confirm all nominations with the Customer's designated contacts for upstream and downstream transportation. By the end of each day, Equitrans shall make available to the Customer information containing its scheduled quantities, including its scheduled intra-day nomination and any other scheduling changes with respect to this process via EDI. Equitrans will send the scheduled quantity document to the Customer unless the Customer waives Equitrans from sending the scheduled quantity document. Upon execution of the contract, nominations may be made for any nomination cycle for which the contract is effective, including and up to at least one (1) hour after the awarding of a contract for capacity or released capacity.
- 8.5 Sequence of Scheduling. Equitrans shall schedule receipts and deliveries of gas in the following sequence:
- (i) First, among firm Customers nominating service at primary receipt and delivery points, up to contractual quantities specified for such points;
 - (ii) Second, among firm Customers nominating service at secondary receipt and delivery points. Where nominations for secondary points exceed available capacity at that point, capacity will be allocated pro-rata based on the ratio of Customers' nominations as applied to the capacity available at the constrained points; and
 - (iii) Third, among interruptible Customers at the nominated receipt and delivery points in accordance with the priority established in Equitrans' interruptible transportation queue from highest priority to lowest priority. Where interruptible service nominations at any point exceed available capacity and the nominating Customers share equal queue priority, capacity will be allocated pro-rata based on the ratio of Customers' nominations as applied to the capacity available at the constrained points.

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GENERAL TERMS AND CONDITIONS (Continued)

- 8.6 Customer Acceptance. In the event that any Customer is scheduled to receive any portion of its service on a pro-rated basis, and elects not to accept the pro-rated capacity, it must notify Equitrans of its election within one hour after receiving notification of prorated capacity. Equitrans will then offer the relinquished quantity of pro-rated capacity to the other Customer(s) for whom service was pro-rated.
- 8.7 Bump Policy.
- a. Once all or a portion of the nomination of a Customer who is paying the maximum rate is accepted and scheduled pursuant to Sections 8.1(b), 8.2 and 8.5 during any Nomination Period, said scheduled service shall not be interrupted or curtailed at any point on Equitrans' system unless: (1) interruption or curtailment is necessary for reasons of force majeure pursuant to Section 10 of these General Terms and Conditions; or (2) such capacity is required to provide a higher priority service as a result of a nomination received during the timely nomination cycle, evening nomination cycle or intra-day nomination 1 cycle. Bumping is not allowed during the intra-day nomination 2 cycle. In determining priority of service, firm transportation at a primary or secondary point shall have higher priority than interruptible transportation at the same point, and firm transportation at a primary point shall have higher priority than firm transportation at a secondary point.
 - b. Interruptible transportation gas which is nominated for any Nomination Period at a discounted rate can be interrupted at any time during the Nomination Period prior to the day on which the gas will actually flow by other interruptible transportation gas which is nominated at a higher rate. However, any interruptible transportation which is scheduled by Equitrans and is flowing on a given day is not subject to interruption for the purpose of flowing interruptible transportation nominated at a higher rate.

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Third Revised Sheet No. 229 Third Revised Sheet No. 229
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GENERAL TERMS AND CONDITIONS (Continued)

- c. Transporter shall provide notification of Intra-day bumps to each affected Shipper through such Shipper's choice of Electronic Notice Delivery Mechanism(s). Unless Shipper and Transporter have agreed to exclusive notification via EDI/EDM, Shipper shall provide Transporter with at least one, but no more than two, Internet e-mail address(es) to be used for Electronic Notice Delivery. In this instance, unless and until Shipper provides Transporter with at least one Internet e-mail Address, Transporter shall not be obligated to provide Shipper with notification of Intra-day bumps through Electronic Notice Delivery. Under such circumstances, Transporter shall provide notice either by telephone or by fax.
- 8.8 Posting of Subscribed and Available Capacity. Equitrans will maintain on Equitrans' EBB System and via EDI at all times a listing of the firm and interruptible capacity available on its mainline system, at receipt and delivery points, and in its storage fields. Equitrans will update Equitrans' EBB System and EDI to reflect the capacity which remains unbooked after completion of the nomination process, and is available for that month on its mainline transmission system and at receipt and delivery points. Customers may nominate available capacity during the month in accordance with the procedures set forth in Sections 8.1 and 8.2. If, as the result of changes in nominations or new nominations received during the Nomination Period, Equitrans determines that it has additional capacity available on its system, Equitrans will post the additional capacity on Equitrans' EBB System and via EDI.

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GENERAL TERMS AND CONDITIONS (Continued)

- 8.9 Scheduling Penalties. Subject to the other provisions of its Tariff, Equitrans will endeavor to make daily delivery at delivery points of quantities equivalent to those received for the Customer at receipt points less appropriate retainage. To the extent that Equitrans is able to determine a violation of these scheduling procedures during the month at any point on its system, Equitrans will notify all those Customers whose receipts or deliveries at a particular point do not match nominated quantities to bring receipts or deliveries into compliance with nominations. Should the quantities of gas delivered to Equitrans at the end of the month vary from the quantities scheduled for that month by more than 4% for reasons not attributable to, and without the consent of Equitrans, Customer may be charged and obligated to pay a scheduling penalty in the amount of the currently effective Maximum ITS Usage Rate on the quantities exceeding 4% over or under the scheduled quantities, in addition to all other charges payable for such service.

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Sheets Nos. 231 through 233 are Reserved for Future Use

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GENERAL TERMS AND CONDITIONS (Continued)

9. CURTAILMENT OF SERVICE

- 9.1 Generally. If on any day, Equitrans determines that its system, or any portion thereof, is unable to receive, or deliver the total requirements of gas which it is otherwise obligated to receive, or deliver, Equitrans shall have the right to curtail, interrupt, or discontinue service, in whole or in part, on the affected portion(s) of its system. Such curtailment may occur for reasons of force majeure as defined in Section 10 of the General Terms and Conditions, or when necessary in Equitrans' reasonable judgment to meet its system operating requirements.
- 9.2 Service Priority Under Capacity Curtailment. In circumstances of curtailment and subject to the operating requirements of its system, Equitrans shall reduce each Customer's scheduled service in the following order:
- (i) Interruptible transportation service in accordance with the priority established in Equitrans' interruptible transportation queue, from lowest priority to highest priority. Where interruptible shippers share the same queue priority, service will be curtailed on a pro-rata basis subject to the requirements of Section 8.7 of the General Terms and Conditions; and
 - (ii) Firm transportation service on a pro-rata basis subject to the requirements of Section 8.7 of the General Terms and Conditions provided however, that no firm Customer with a Service Agreement in effect on May 21, 1996 shall be subject to any curtailment of its contracted level of service as a result of the injection of nitrogen into the Shirley storage reservoir. This protection from curtailment for existing firm Customers shall continue until authorization is granted to terminate such service, either under the terms of Equitrans' blanket certificate or Section 7(b) of the Natural Gas Act.

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Third Revised Sheet No. 235 Third Revised Sheet No. 235
Superseding: Second Revised Sheet No. 235

GENERAL TERMS AND CONDITIONS (Continued)

- 9.3 Reduction of Withdrawals from Storage Services. Storage withdrawal rights of Customers under storage Rate Schedules 60SS and 115SS shall be reduced pursuant to the provisions of this Section:
- (i) To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's storage balance is less than or equal to thirty-five percent (35%), but greater than sixteen percent (16%) of Customer's TASQ, then Equitrans' obligation to make deliveries to Customer shall be reduced to ninety-two percent (92%) of such Customer's MDWQ. If Customer's storage balance at the end of any Day is less than or equal to sixteen percent (16%), but greater than ten percent (10%) of Customer's TASQ, then Pipeline's obligation to make deliveries to Customer shall be reduced to seventy percent (70%) of such Customer's MDWQ. If Customer's storage balance at the end of any Day is less than or equal to ten percent (10%) of Customer's TASQ, then Pipeline's obligation to make deliveries to Customer shall be reduced to sixty-three (63%) of such Customer's MDWQ.
 - (ii) Transfers of storage inventory in accordance with the provisions of Equitrans' Tariff shall be treated as a reduction in the storage balance of the transferor, and an increase in the storage balance of the transferee.

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Third Revised Sheet No. 236 Third Revised Sheet No. 236
Superseding: Second Revised Sheet No. 236

GENERAL TERMS AND CONDITIONS (Continued)

- 9.4 Minimum Storage Gas Balance for Storage Services and Additional Reduction in Customer's Daily Withdrawal Entitlement.
- (i) Each individual Customer's percentage of TASQ which remains in storage under Rate Schedules 60SS and 115SS must meet or exceed the following percentages on each Day during the Winter Season:
- | | |
|----------|-----|
| December | 35% |
| January | 35% |
| February | 15% |
- (ii) If Customer does not maintain the required storage balance then, commencing on such Day and continuing until Customer's storage balance is at the level required under Section 9.4(i), Equitrans' obligation to make deliveries to Customer may be reduced by ten percent (10%) of the Pipeline's obligation to deliver as established pursuant to Section 9.3 above.
- 9.5 Customer Reports. Each Customer shall promptly furnish such information as Equitrans may request from time to time to implement any curtailment under this Section, including, but not limited to, (1) the Customer's monthly requirements from Equitrans by priority of service categories with supporting data, including information for individual industrial Customers served by Equitrans' Customers and (2) the periodic deliveries from Equitrans planned by the Customer to implement any allocation of deliveries made effective under this Section during any curtailment period.

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GENERAL TERMS AND CONDITIONS (Continued)

- 9.6 Curtailment Orders. At the onset of curtailment conditions on its system, Equitrans will issue curtailment orders to all affected Customers, providing as much advance notice as is practicable under the circumstances. The curtailment orders will describe specifically the portion of the Customer's capacity to be curtailed, and, if known, the duration of the curtailment conditions on Equitrans' system. The Customer shall have the responsibility to inform its suppliers, other transporters, and all others involved in the transaction as to any curtailments or interruptions.
- 9.7 Violation of Curtailment Orders. All quantities tendered or taken by a Customer in violation of Equitrans' curtailment orders shall constitute unauthorized receipts or deliveries and will be subject to a charge of \$25/Dth, exclusive of any other charge or penalty which may be assessed against such quantities. Equitrans will provide the Customer with notice of the effectiveness of curtailment orders, and the Customer will be permitted one hour, or such lesser time as is required to protect the integrity of the system, to reduce its tenders or takes in compliance with the applicable curtailment order. If the Customer adjusts its tenders or takes within such notice period, then no charge, as provided for herein, shall be assessed.

GENERAL TERMS AND CONDITIONS (Continued)

- 9.8 Liability. Equitrans shall not be liable for (1) curtailment of service in connection with this Section, (2) any costs incurred by any party in complying with a curtailment order, or (3) any damages that result from any Customer failing to comply promptly and fully with a curtailment order, unless any of the above was the result of Equitrans' negligence or willful misconduct. A non-complying Customer will indemnify Equitrans against any claims of responsibility. Notwithstanding the foregoing, Equitrans shall provide Customers with one hundred percent (100%) load factor demand charge credits in the event that it is unable, other than as a result of an event of force majeure, to render services under Rate Schedules SS-3, 115SS and/or 60SS. Such credits shall be for the period during which Equitrans was unable to render service, and shall be limited to the level of nominated entitlements that are not delivered by Equitrans.
- 9.9 Upstream and Downstream Interconnections. In the event that any upstream entity involved in the sale or transportation of a Customer's gas refuses or is unable to deliver gas to Equitrans, Equitrans shall have the right to curtail its receipts of gas on behalf of the Customer. In the event that any downstream entity involved in the transportation of a Customer's gas refuses or is unable to receive gas from Equitrans, Equitrans shall have the right to curtail its deliveries of gas on behalf of the Customer.

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GENERAL TERMS AND CONDITIONS (Continued)

10. FORCE MAJEURE

Neither Equitrans nor a Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe; curtailments or interruptions of gas service which maybe required, on notice by Equitrans to Customer, under any regulation or order of, or any rule filed with and accepted by, any regulatory body having jurisdiction; any other binding order which has been resisted in good faith by all reasonable legal means; and any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension. Such causes or contingencies affecting the performance under the Service Agreement by either Equitrans or a Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payment of amounts accrued to that date due hereunder in respect of gas theretofore delivered. Failure or interruption of transportation of gas upstream or downstream of Equitrans' system shall not constitute a force majeure event for purposes of a Customer's responsibility to pay the reservation charges otherwise owing under Equitrans transportation and storage Rate Schedules.

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GENERAL TERMS AND CONDITIONS (Continued)

11. OPERATIONAL FLOW ORDERS

- 11.1 Generally. An Operational Flow Order ("OFO") is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the Equitrans' system or to maintain operations required to provide efficient and reliable firm service. Whenever Equitrans experiences these conditions, any pertinent order shall be referred to as an OFO. In the event that Equitrans determines, in its sole discretion, that in order to permit the continued operation of all or part of its system a quantity of gas must be received, delivered, injected, or withdrawn at any point or location on its system, and that such operating requirement cannot be accomplished using the facilities and gas supply under Equitrans' control in the time period necessary, Equitrans may issue OFOs which shall require specified action on the part of Customers, and which shall be applied on a nondiscriminatory basis to all quantities flowing at the designated points on the Equitrans system at which action is required.
- 11.2 Operational Flow Order Condition in Customer Service Agreements. Equitrans will require as a condition to each firm and interruptible Service Agreement that the Customer guarantee that Equitrans will have the right to issue an OFO directly to any supplier, operator, transporter or owner of Customer's gas.
- 11.3 Notice. Each Customer shall designate one or more persons for Equitrans to contact on a 24 hour per day, 365 days a year basis. If Equitrans invokes its rights under this Section, it will provide actual notice of OFOs to the affected Customers, by telephone contact and e-mail if possible, and by facsimile transmission. The notice will contain the following information:
- (i) The point(s) or location(s) on the Equitrans system at which Equitrans requires action in order to maintain system operations;
 - (ii) The conditions which necessitate the issuance of the OFO and specific responses required from the affected parties;
 - (iii) The action required at each point or location, including the total quantity of gas Equitrans estimates it will require to be received, delivered, injected, or withdrawn;

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Superseding: Second Revised Sheet No. 246

GENERAL TERMS AND CONDITIONS (Continued)

- (iv) A designation of the Customers affected, and the specific individual action required by each;
- (v) The day and time at which the OFO will become effective which shall be not less than eight (8) hours after issuance; and
- (vi) The period of time during which Equitrans expects the OFO to remain in effect. If none is specified, the OFO shall be considered in effect until further notice.

If Equitrans is unable to contact any Customer because Customer's contact person is unavailable, the Customer shall be solely responsible for any consequences arising from such failure of communication.

- 11.4 Posting. Equitrans will post notice of all OFOs on Equitrans' EBB System and via EDI. OFOs will remain posted for the entire period they are effective. Equitrans will provide periodic updates on the action being taken to alleviate the cause of the OFO.
- 11.5 Types of Operational Flow Orders. The types of OFOs described below are illustrative, and are not intended to be all inclusive. Equitrans is authorized to issue OFOs for the following:
 - (a) Storage Injections and Withdrawals.
 - (1) Equitrans may direct Customers under Rate Schedules SS-3, 115SS and 60SS to increase or decrease receipts of flowing gas under their associated transportation agreements, in the event storage injection or withdrawals fall below levels established in the respective Rate Schedule.
 - (2) Equitrans may direct Customers under Rate Schedules SS-3, 115SS and 60SS to increase receipts or decrease deliveries of flowing gas, under associated transportation agreements, in the event total scheduled storage withdrawals are expected to exceed the deliverability of Equitrans' storage reservoirs.

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Superseding: Second Revised Sheet No. 247

GENERAL TERMS AND CONDITIONS (Continued)

- (3) Equitrans may direct Customers under Rate Schedules SS-3, 115SS and 60SS to decrease receipts or increase deliveries of flowing gas under associated transportation agreement, in the event Equitrans does not have sufficient storage injection capacity to receive and inject gas expected to be tendered to Equitrans for storage or to maintain supply/demand balance on its system.
- (b) System Maintenance.
- (1) Equitrans may direct Customers under Rate Schedules FTS, STS, NOFT, ITS, and AGS to increase or decrease receipts of flowing gas at specified receipt points or in specified line segments in order to accommodate required maintenance, either scheduled or unscheduled.
- (c) System Operation.
- (1) Equitrans may direct Customers under Rate Schedules FTS, STS, NOFT, ITS, and AGS to increase or decrease receipts of flowing gas in order to maximize available compressor station horsepower on high demand days, maximize system capacity, maintain proper receipt distribution on its system, or alleviate high system pressures.
 - (2) Equitrans may direct Customers under Rate Schedules FTS, STS, NOFT and ITS to decrease deliveries in the event that delivery pressure at one or more delivery points drops below, or is expected to drop below reasonable operating limits.
 - (3) Equitrans may direct Customers under any firm or interruptible rate schedule to increase or decrease receipts or deliveries to rectify a daily imbalance in accordance with Section 12.7(b).
- (d) No-Notice Deliveries.
- (1) Equitrans may direct Customers under Rate Schedules FTS, STS, and ITS to increase or decrease receipts or deliveries of flowing gas to protect Equitrans' ability to provide no-notice service under Rate Schedule NOFT.

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GENERAL TERMS AND CONDITIONS (Continued)

- 11.6 Compliance. Compliance with OFO issued by Equitrans is essential to Equitrans' ability to provide services under all of its Rate Schedules. Any Customer may be required to adjust its receipts or its deliveries to comply with an OFO, provided that no Customer may be required to adjust its receipts or deliveries under an OFO so as to exceed its contract entitlements. To the extent that a Customer's receipts or deliveries are changed by the issuance of an OFO over the receipts or deliveries scheduled for the Customer on the day(s) that the OFO is in effect, the receipts or deliveries required by the OFO shall supersede and replace the receipt or deliveries previously scheduled. If any Customer fails to comply with an OFO on the day and time of its effectiveness, Equitrans will notify the Customer of such noncompliance as soon thereafter as practicable, and the Customer will have one hour, or such lesser time as is appropriate under the circumstances, to comply with the OFO. If the Customer elects in its Service Agreement, Equitrans shall be authorized, pursuant to this Section 11 to act as the Customer's agent in making all upstream and downstream arrangements which are reasonably necessary to bring the Customer into compliance with the OFO. If Customer and/or Customer's supplier, operator, or transporter fails to comply with the terms of an OFO, such Customer shall (a) be liable for any damages including, but not limited to, direct consequential exemplary, or punitive damages incurred by Equitrans or any other party as a result of such failure, and (b) be subject to a penalty of \$25 per Dth times the quantity of gas by which the Customer deviated from an OFO. No penalties will be imposed against a Customer for failure to comply with OFO when Equitrans determines that compliance with an OFO is beyond the Customer's control and capabilities.
- 11.7 Reimbursement. If Equitrans is required to divert gas pursuant to an OFO which would otherwise have been delivered to a Customer, Equitrans shall pay the recipient of the OFO for such quantity of gas at a price per dekatherm equal to the spot market price for Appalachian gas supply as published in Natural Gas Week for the week in which such diversion occurred. In addition, no imbalance, scheduling, or other penalty will be assessed against a Customer whose imbalance is attributable to its own actions or the actions of Equitrans taken in compliance with an OFO pursuant to this Section.

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GENERAL TERMS AND CONDITIONS (Continued)

- 11.8 Liability. Equitrans shall not be liable for (1) interruptions or curtailment of firm service in connection with an OFO, (2) any costs incurred by any Customer in complying with an OFO, or (3) for any damages that result from any Customer failing to comply promptly and fully with an OFO unless any of the above was the result of Equitrans' negligence or willful misconduct. A non-complying Customer shall indemnify Equitrans against any claims of responsibility.
- 11.9 Reporting. As soon as feasible after the issuance of an OFO and not more frequently than once a month, Equitrans will file a written report with the Commission detailing the cause of the OFO, the Customers affected, the action required, the actual or expected duration of the OFO, and such other information necessary to justify issuance of the OFO. At the time it files its written report, Equitrans will post the report on its electronic bulletin board.

GENERAL TERMS AND CONDITIONS (Continued)

12. DETERMINATION OF DELIVERIES AND IMBALANCES

- 12.1 Generally. Equitrans will attempt to receive and deliver quantities of gas scheduled by Customers on each day during the year. From time to time, and for reasons beyond the control of Equitrans, the quantities of gas actually received and delivered may differ from the quantities scheduled by Customers resulting in an overage or an underage of gas on the pipeline system (referred to herein as imbalances). This Section will describe the procedures which Equitrans will use to allocate and correct imbalances and to minimize the occurrence of such imbalances.
- 12.2 Customer's Responsibility. It is the responsibility of the Customer to provide accurate and timely nominations of quantities proposed to be received and delivered by Equitrans under each of the Customer's service agreements; to maintain equality between quantities actually taken by the Customer and Customer's scheduled quantities under each service agreement, and to maintain a concurrent balance between receipts and deliveries under each service agreement.
- 12.3 Operational Balancing Agreements. An Operational Balancing Agreement ("OBA") is a contract between two parties which specifies the procedures to manage operation variances at an interconnect. Equitrans will negotiate and execute an OBA with any party that maintains production or pipeline facilities interconnecting with the Equitrans system. To be eligible for an OBA, a party must satisfy the creditworthiness standards of Equitrans' Tariff and designate one or more persons for Equitrans to contact on a 24 hours per day, 365 days per year basis. The terms and conditions of an OBA shall be negotiated and mutually agreed upon between Equitrans and the OBA party, and shall generally reflect the gas custody transfer procedures to be followed and the methods for resolving any variances between actual quantities and scheduled quantities at the point of interconnection.

GENERAL TERMS AND CONDITIONS (Continued)

- 12.4 Predetermined Allocation. When Equitrans receives or delivers gas under more than one Service Agreement at a common receipt or delivery point, Equitrans will rely upon any predetermined allocation or instruction agreed to by all affected Customer(s) in apportioning actual receipts or deliveries at that point. Equitrans will use any methodology agreed to by all Customers at a common point for allocating receipts or deliveries at that point, provided that such methodology does not impact the operations of Equitrans system. The list of allocation methodology types agreed upon: Ranked, Pro-Rata, Percentage, Swing and Operator Provided Value. Only one predetermined allocation methodology shall be applied per allocation period. The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. Predetermined allocations must be submitted by the Customers after or during confirmation and prior to the start of the gas day which the allocation will govern. Equitrans shall acknowledge the receipt of the predetermined allocation within fifteen (15) minutes of its receipt. Once confirmed, such allocation will govern all transportation activity at the specified point for the Nomination Period. No retroactive reallocation of transactions will be made unless agreed to by Equitrans and all affected parties.
- 12.5 Disputed Allocations. The Customer must notify Equitrans of any dispute in allocations within six (6) months of the initial month-end allocation, with a three (3) month rebuttal period. Such time limits shall not apply in the case of deliberate omission, misrepresentation, or mutual mistake of fact, nor shall this provision diminish other statutory or contractual rights of the parties.
- 12.6 Determination of Receipts and Deliveries. Equitrans will attempt to determine the actual imbalance ascribable to each service agreement to the greatest extent possible. If gas delivered by Equitrans into the facilities of any Customer is applicable to more than one Service Agreement and Equitrans cannot rely on an OBA or predetermined allocation or otherwise ascribe the actual imbalance to each individual service agreement, Equitrans will attribute the total quantities of gas delivered among Customers pro-rata based on confirmed nominations at the

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GENERAL TERMS AND CONDITIONS (Continued)

specific points. As a minimum, allocations shall be provided by both contract and location. Delivery point allocations shall be performed at the lowest level of detail provided by nominations. Where any Customer has scheduled gas under multiple Service Agreements at a single point, Equitrans will allocate quantities to each service in the following sequence as applicable:

- (i) The quantity of gas scheduled for delivery by the Customer under the Customer's other Firm Service Agreements;
- (ii) The quantity of gas scheduled for delivery by the Customer under the Customer's No-Notice Service Agreement; and
- (iii) The quantity of gas scheduled for delivery under the Customer's Interruptible Service Agreements.

12.7 Resolution of Imbalances. If a Customer incurs either an overage or an underage in takes from Equitrans due to a failure to deliver to Equitrans or receive from Equitrans the quantity of gas which it is required to receive or deliver, penalties may be applied as described in this Section. If a Customer has more than one Service Agreement with Equitrans, and it is not otherwise determinable under which Service Agreement the imbalance occurred, all imbalances will be applied to the Service Agreement which is last in the determination of deliveries under Section 12.6.

- a. Monthly Imbalances --It is the responsibility of the Customer to balance its receipts and deliveries on a monthly basis. Equitrans will notify the Customer during the month of the existence of imbalances under any Service Agreement which exceeds the allowable tolerance of four percent (4%), and allow the Customer sufficient time to adjust its nominations to bring its imbalance within the 4% tolerance by the end of the month. A Customer may avoid the assessment of monthly imbalance penalties by adjusting its service nominations during the month to reduce imbalances to within acceptable tolerance levels as described herein. Imbalances which are not corrected by the end of the month will be eliminated after the close of the month in accordance with the following procedures:

- (i) Equitrans will notify Customers of any imbalance between its receipts and deliveries under any Service

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Superseding: First Revised Sheet No. 253

GENERAL TERMS AND CONDITIONS (Continued)

Agreement by the ninth business day following the close of each month. If the imbalance exceeds the allowable tolerance of four percent (4%) calculated by dividing the excess quantities over the total quantities for the month, Equitrans will include in the Customer's invoice, an imbalance charge for the prior month calculated by multiplying the total excess quantities by an imbalance penalty of \$10/Dth. The penalty will only be assessed against the portion of the imbalance which exceeds the 4% tolerance, and after paying the penalty on the excess imbalance, the Customer is permitted to carry forward the portion of the imbalance within the tolerance level for resolution in the subsequent month.

- (ii) If the imbalance existing at the end of the month is within the 4% tolerance, the imbalance will not be subject to penalty, and instead will be carried forward into the following month for in-kind resolution through the Customer's adjustment of its nominations in the subsequent month.
- (iii) No imbalance penalty will be assessed against Customers for imbalances which are the result of force majeure, compliance with operational flow orders or other operational conditions caused solely by Equitrans. No imbalance penalty will be assessed when a prior period adjustment applied to the current period causes or increases a current month penalty.
- (vi) Equitrans will determine monthly imbalances on the basis of the Customer's Service Agreements and the trading of any imbalances pursuant to Section 12.8a. When a single Customer has multiple firm or multiple interruptible Service Agreements and imbalances exist under one or more of those Service Agreements for the month served, Equitrans will net the offsetting

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GENERAL TERMS AND CONDITIONS (Continued)

imbalances against each other and reflect any imbalance trading pursuant to Section 12.8a, to arrive at the aggregate imbalance for the Customer. After such determination, the Customer will be given the opportunity to utilize Equitrans' Rate Schedule INSS or Equitrans' Park and Loan Service, if either is available. If after this opportunity, the Customer remains out of balance by more than 4% on an aggregate basis, Equitrans will assess the penalty set forth in Section 12.7(a)(i) against the portion of the net imbalance which exceeds the 4% tolerance. If after netting imbalances the Customer's net imbalance is within the 4% tolerance, the Customer will be permitted to carry the imbalance forward for resolution in the subsequent month.

- b. Daily Imbalances--Equitrans will monitor daily imbalances to the extent permitted by the real time measurement capability of its system. If on any day, the total quantity of gas delivered for a Customer deviates from the amount received under any service agreement, with the exception of a no-notice service agreement under Rate Schedule NOFT, by more than eight percent (8%), Equitrans reserves the right to implement an OFO pursuant to Section 11 of the General Terms and Conditions.

- 12.8 Netting and Trading of Imbalances. At the end of each calendar month, to the extent the net receipts (with the appropriate deductions for Company Use Gas) do not equal the deliveries under any Service Agreement on a dekatherm basis, the following transportation fees and netting and trading procedures will apply:

GENERAL TERMS AND CONDITIONS (Continued)

- a. Imbalances under a Customer's different Service Agreements will be netted together to obtain the Customer's Total Monthly Imbalance ("TMI"). The TMI will be shown with the monthly billings sent to Customers. To facilitate the trading or offsetting of a Customer's TMI, Equitrans will post on its electronic bulletin board, on or before the ninth business day of the month, the TMI of any Customer that has not notified Equitrans in writing that the Customer does not elect to have that information posted. Customers or their agents may then trade offsetting imbalances to Equitrans with Customers or their agents until the close of business on the seventeenth business day of the month ("Trading Period"). Parties that agree to trade all or part of an imbalance must notify Equitrans in writing on or before the seventeenth business day of the month through submission of an Imbalance Trade Confirmation form; otherwise, such trade shall not be effective. Upon receipt of an Imbalance Trade Confirmation, Equitrans will send an Imbalance Trade Notification to the trading parties by noon CCT the next business day. Any Customer imbalance remaining after the Trading Period may be subject to a penalty.
- b. The netting of imbalances does not relieve Customer of the obligation to pay all transportation charges for the quantity of gas actually delivered to Customer during the month.

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GENERAL TERMS AND CONDITIONS (Continued)

13. BILLING, PAYMENT AND REIMBURSEMENT

- 13.1 Invoicing. Equitrans shall render invoices on or before the ninth business day of each month for gas delivered and all services rendered hereunder during the preceding month using the best available data. Invoices may be rendered by mail, fax, electronic communication, or EDI.
- 13.2 Payment. Payment for gas delivered during the billing month shall be made within 10 days after invoicing. All payments shall be identified by the invoice number and if payment differs from invoiced amount, remittance detail should be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two business days of the payment due date.
- 13.3 Verification of Billing Data. Supporting documentation will be provided upon request, with timing of supporting documentation to follow the timing of the flowing gas transactions.
- 13.4 Adjustment of Errors. In the event an error is discovered the amount invoiced in any statement that Equitrans renders, such error shall be adjusted within thirty (30) days of the determination thereof; provided, however, that any claim for adjustment must be made within six (6) months from the date of such statement, with a three-month rebuttal period. Such time limits shall not apply in the case of government-required rate changes, deliberate omission or misrepresentation, or mutual mistake of fact.
- 13.5 Fees. Customer shall reimburse Equitrans for all filing and other fees which are due pursuant to the Commission's Regulations and which are attributable to an executed Transportation Service Agreement.
- 13.6 Facilities. Customer shall reimburse Equitrans for Equitrans' actual costs, including all normal overhead costs, of all additional facilities Equitrans deems necessary to provide transportation service for Customer.
- 13.7 Failure to Pay Invoices. Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of the invoice shall accrue as permitted by the Commission's Regulations. Customer shall pay the portion of the invoice not in dispute and shall provide written

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GENERAL TERMS AND CONDITIONS (Continued)

documentation identifying the basis for the dispute. If such failure to pay continues for thirty (30) days after payment is due, Equitrans may, after necessary application to and authorization by governmental authority having jurisdiction, suspend further delivery of gas until such amount is paid. If Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Equitrans such amounts as it concedes to be correct, and at any time thereafter within thirty (30) days of a demand made by Equitrans, shall furnish good and sufficient surety bond guaranteeing payment to Equitrans of the amount ultimately found due upon such invoices after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Equitrans shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond. After the correct amount of the invoice is determined, by whatever means, Equitrans shall be entitled to recover and the Customer shall be obligated to pay, in addition to the correct amount of the invoice, carrying charges on the correct amount of the invoice for the period it was unpaid, assessed at the prevailing prime interest rate at the time plus two percent.

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GENERAL TERMS AND CONDITIONS (Continued)

14. NOTICES

Any notice, request, demand, statement or invoice provided for in Equitrans' General Terms and Conditions, and the Rate Schedule to which they apply or any notice which either Equitrans or Customer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office Address of Equitrans or Customer or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, and invoices shall be considered as duly delivered when mailed by either registered or ordinary mail or transmitted via the electronic communications system or where applicable EDI.

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GENERAL TERMS AND CONDITIONS (Continued)

15. DULY CONSTITUTED AUTHORITIES

These General Terms and Conditions, the Rate Schedules to which they apply and any executed Service Agreement for service thereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

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GENERAL TERMS AND CONDITIONS (Continued)

16. CONTROL AND POSSESSION OF GAS

Equitrans shall have no responsibility prior to its acceptance of natural gas pursuant to a Service Agreement at the Receipt Point(s) and after delivery at the Delivery Point(s), and Customer shall have sole responsibility for all arrangements necessary for delivery of natural gas to Equitrans at the Receipt Point(s) for transportation, and for all arrangements necessary for receipt of natural gas for the account of Shipper at the Delivery Point(s), which arrangements otherwise meet the provisions set forth in these General Terms and Conditions.

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Original Sheet No. 263 Original Sheet No. 263 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

17. WARRANTY OF TITLE AND INDEMNIFICATION

Customer warrants that it will, at the time of delivery to Equitrans, have good and merchantable title to all gas so delivered free and clear of all liens, encumbrances, and claims whatsoever and agrees to indemnify Equitrans and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of adverse claims of any or all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such gas and/or the delivery of such gas to Equitrans.

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Original Sheet No. 264 Original Sheet No. 264 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

18. ASSIGNMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Equitrans or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title. Equitrans or Customer may, without relieving itself of its obligations hereunder, assign any of its rights to a company with which it is affiliated, but otherwise no assignment of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of Equitrans.

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Original Sheet No. 265 Original Sheet No. 265 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

19. NON-WAIVER OF FUTURE DEFAULT

No waiver by Equitrans or default of a Customer under any provision of these General Terms and Conditions shall operate or be construed as a waiver by Equitrans of any other existing or future default or defaults, whether of a like or different character, for the same or any other Customer.

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FERC Docket: CP96-532-001

Original Sheet No. 266 Original Sheet No. 266 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

20. DESCRIPTIVE HEADINGS

The title headings of the provisions of these General Terms and Conditions shall be for descriptive purposes only.

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Third Revised Sheet No. 267 Third Revised Sheet No. 267 : Effective
Superseding: Second Revised Sheet No. 267

GENERAL TERMS AND CONDITIONS (Continued)

21. PREGRANTED ABANDONMENT

- 21.1 Short Term and Interruptible Agreements. A Customer receiving service under a firm Service Agreement having a primary term of less than one year ("short term firm Service Agreement"), under an AGS Service Agreement, or under an interruptible Service Agreement retains no right to continued service after the termination of such Agreement. Upon termination of a short term, AGS, or interruptible Service Agreement, Equitrans shall have all necessary abandonment authorization under the Natural Gas Act as of such termination date, and shall not be required to seek case-specific authorization prior to abandoning service.
- 21.2 Contract Storage Agreements. Service Agreements for contract storage service under Equitrans' Rate Schedule SS-3 are not subject to pregranted abandonment under this Section 21 and may only be abandoned upon receipt of FERC abandonment approval under Section 7(b) of the Natural Gas Act. Subject to Commission approval, all Rate Schedule SS-3 Customers shall have the unilateral right to abandon their Rate Schedule SS-3 storage entitlements by conversion of such services to Part 284 service under Rate Schedule 115SS.
- 21.3 Long Term Agreements -- Right of First Refusal. Service agreements which have a primary term of 1 year or more and which contain rollover or evergreen provisions are not subject to pre-granted abandonment under this Section 21. A Customer receiving service under a Service Agreement having a primary term of one year or more ("long term Service Agreement") or a multi-year seasonal agreement, neither of which contains a rollover provision may avoid pregranted abandonment of service in connection with the termination of its Service Agreement and continue to receive service by matching the rate and contract term bid by a competing Customer in accordance with the procedures described below. If the Customer does not satisfy the bid matching requirements of this Section, Customer shall no longer have a right to continued service as of the effective date of Equitrans' notice of termination. If no other bids are received and the Customer does not agree to pay the maximum rate, and Equitrans and the Customer do not otherwise agree on the continuation of service, then Customer shall no longer have a right to continued service as of the effective date of Equitrans' notice of termination. In the event of termination, Equitrans shall have all necessary abandonment authorization under the Natural Gas Act. However, a Customer agreeing to pay the maximum rate is entitled to continue service for whatever term it chooses.

GENERAL TERMS AND CONDITIONS (Continued)

- 21.4 Notice and Posting. At least one (1) year prior to the expiration of a long term firm service agreement expiring on or after January 1, 2004, Equitrans will serve on the affected Customer a notice of termination advising the customer of the pending termination of its agreement and of the Customer's right to retain its service entitlement by matching the rate and contract term bid by a competing Customer. At least sixty (60) business days prior to the expiration of all other long term firm service agreements, Equitrans will serve on the affected Customer a notice of termination advising the customer of the pending termination of its agreement and of the Customer's right to retain its service entitlement by matching the rate and contract term bid by a competing Customer. At the same time, Equitrans will post the available capacity on Equitrans' EBB System and EDI, including the quantity available, receipt and delivery points and maximum applicable rate. The notice will remain posted for thirty (30) days, until the end of the bidding period.
- 21.5 Bidding. Potential Customers interested in acquiring the service must submit offers to contract for all or part of the available capacity by 5:00 p.m. thirty (30) business days after the capacity is posted to Equitrans' EBB System and EDI. To be valid, a bid must provide all information and data required by Sections 6.2 and 6.3 of Equitrans' General Terms and Conditions. In addition, the potential Customer must provide a refundable prepayment equal to one month's demand charge based on the quantity desired and the requested price.
- 21.6 Best Bid. At the close of the bidding period, Equitrans will evaluate all bids received for completeness, rate acceptability and creditworthiness, and will choose the offer it will accept if the existing Customer chooses not to match the offer ("the best bid"). For purposes of this Section, the best bid shall be the bid which offers the maximum applicable rate for the full term of the bid. If no bidder offers the maximum rate for the full term of the bid, Equitrans may select the best bid based on the maximum revenue over the minimum term of the bid. However, Equitrans shall not be required to accept any offer at less than the maximum rate.

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Second Revised Sheet No. 269 Second Revised Sheet No. 269

Superseding: First Revised Sheet No. 269

GENERAL TERMS AND CONDITIONS (Continued)

- 21.7 Matching Offer by Existing Shipper. Equitrans will notify the existing Customer of the relevant terms of the best bid. The Customer will then have twenty (20) business days to notify Equitrans that it elects to continue service under the rates and terms applicable to the best bid, and agrees to execute a new service agreement reflecting those rates and terms. If the existing Customer agrees to match the best bid, Equitrans will refund the prepayments made by all other bidders. Failure to notify Equitrans within the 20 day period constitutes a non-revocable waiver of Customers right to match the best bid, and will result in the abandonment of service to that Customer. If the existing Customer chooses not to match the best bid, Equitrans will offer the service to the selected bidder. If, for whatever reason, service is not actually provided pursuant to the bids, Equitrans will repost the available capacity on Equitrans' EBB System and the bidding process will repeat.
- 21.8 No Acceptable Offers. If Equitrans receives no acceptable bids for the available capacity, or if Equitrans receives acceptable bids for only a portion of the capacity, Equitrans and the current Customer may negotiate the terms of a new service agreement for the remainder of the available capacity.

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Fifth Revised Sheet No. 270 Fifth Revised Sheet No. 270

Superseding: Fourth Revised Sheet No. 270

GENERAL TERMS AND CONDITIONS (Continued)

22. CAPACITY RELEASE

22.1 Purpose. This Section sets forth the specific terms and conditions which shall apply on a uniform, non-discriminatory basis to the right of firm Part 284 Customers to release capacity entitlements on the Equitrans system.

22.2 Applicability. This Section is applicable to any Customer that has executed a Service Agreement for firm transportation or storage service under Equitrans' open-access Rate Schedules. Any such Customer shall have the right to release any portion of the firm capacity entitlements it holds provided that the capacity released is acquired by a Replacement Customer pursuant to the terms of this Section. Holders of individually certificated storage and transportation agreements under Part 157 of the Commission's Regulations, 18 C.F.R. Part 157, and holders of Service Agreements under Rate Schedule AGS are not eligible to release their entitlements under such agreements through Equitrans' Capacity Release Program.

22.3 General Provisions. Any firm Customer is eligible to release its Part 284 capacity for use by a Replacement Customer subject to the provisions of this Section.

- (i) A Releasing Customer may release any portion of its Capacity up to its Maximum Daily Quantity, and may release

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Superseding: Original Sheet No. 271

GENERAL TERMS AND CONDITIONS (Continued)

capacity for a minimum term of one day up to the remaining term of its firm service agreement.

- (ii) Equitrans will allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations). Any Replacement Customer which has previously contracted for released capacity may also release the capacity to another party as long as the terms of the prior release do not prohibit subsequent release. While there is no restriction on the number of times capacity can be released, the original terms and conditions on release imposed by the Releasing Customer(s), including any right to recall the capacity will continue to apply to all subsequent releases.
- (iii) Any party interested in acquiring capacity through Equitrans' Capacity Release Program must submit all credit information required in Section 6.3 of the General Terms and Conditions and be prequalified before the party can submit bids under Equitrans' capacity release program. No prospective Replacement Customer will be required to submit a deposit in order to acquire capacity. To facilitate service to a Replacement Customer, a Releasing Customer is permitted, but not required, to assume responsibility for usage charges and penalties of the Replacement Customer pending completion of the creditworthiness review of the Replacement Customer. Any Releasing Customer assuming this responsibility must communicate its agreement in this regard to Equitrans at the time the release is posted or offered.
- (iv) A Replacement Customer acquires all rights and obligations of the Releasing Customer and will be permitted to request new primary receipt and delivery points unless the existing primary receipt and delivery points are expressly reserved by the Releasing Customer under the terms of the release. If the Replacement Customer changes the primary receipt and delivery points during the term of the release, the Releasing Customer is at risk as to whether it can regain its original points once the capacity is returned.
- (v) Irrespective of the release of its capacity, the Releasing Customer remains bound and liable for performance under its service agreement unless excused in writing by Equitrans. The excuse of performance under a service agreement of a Releasing Customer shall be at Equitrans' sole discretion, and may be conditioned on exit fees and recovery by Equitrans of other amounts due. Equitrans will exercise its discretion to excuse the performance of a Releasing Customer in a non-discriminatory manner. In the case of a permanent release of capacity, the Releasing Customer will

GENERAL TERMS AND CONDITIONS (Continued)

be excused from performance under its Service Agreement if the Replacement Customer has entered into a Service Agreement for the remaining term of the Releasing Customer's Service Agreement, and has agreed to pay the maximum rate.

- (vi) A Releasing Customer may release capacity on a firm or interruptible basis, but not both simultaneously. If a Releasing Customer has previously released its capacity on an interruptible basis, it may elect to release the same capacity on a firm basis during the interruptible release term. A firm release will terminate the interruptible release arrangement.
 - (vii) Any specific release conditions requested by a Releasing Customer must be operationally feasible, and be nondiscriminatory to other shippers.
 - (viii) Any specific release conditions requested by a Releasing Customer must relate solely to acquiring capacity on the Equitrans system unless the release is to an Asset Manager as defined by the Federal Energy Regulatory Commission's ("FERC") regulations at 18 C.F.R. Section 284.8(h) (3) and the release complies with the FERC regulations for releases to Asset Managers as set forth at 18 C.F.R. Section 284.8(h) (3).
 - (ix) Capacity Release timeline set forth in Section 22.7 shall be applicable to all parties involved in the Capacity Release process; provided, however, the timeline shall only be applicable if: 1) all information provided by the parties to the transaction is valid, 2) the acquiring Customer has been determined to be creditworthy before the capacity release bid is tendered, and 3) there are no special terms or conditions of the release.
- 22.4 Release of Storage Entitlements. A firm Part 284 Storage Customer may release all or any portion of its storage entitlements through Equitrans' Capacity Release Program. The following conditions apply:
- (i) Equitrans will confirm the levels of the TASQ, MDIQ and MDWQ, which are proposed for release by the Replacement Customer prior to posting a storage release for bidding or accepting a pre-arranged release of storage capacity. In no event may a Replacement Customer acquire a greater TASQ, MDIQ or MDWQ than is specified in the Releasing Customer's Storage Service Agreement or convert the Releasing Customer's service to service under a different storage Rate Schedule.

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Superseding: First Revised Sheet No. 273

GENERAL TERMS AND CONDITIONS (Continued)

- (ii) The Replacement Customer must have separately arranged for transportation of storage quantities to and from storage on the Equitrans system before a release of storage entitlements can take effect.
 - (iii) All applicable terms and conditions of service, including ratcheting and cycling requirements and associated penalties, will apply to the storage entitlements held by the Releasing and Replacement Customer, respectively, on the date that the particular term or condition of service is applied.
 - (iv) A Releasing Customer that releases storage capacity may include conditions relating to the sale and/or repurchase of gas in storage inventory. This exemption to the prohibition on tying for releases of storage capacity applies to both releases subject to an asset management arrangement, as defined by 18 C.F.R. § 284.8(h)(3), and releases not subject to an asset management arrangement.
- 22.5 Notice to Equitrans by Releasing Customer. A Releasing Customer that wishes to release capacity shall notify Equitrans through Equitrans' EBB System or EDI that it elects to release firm capacity. The notice shall set forth the following information:
- (i) Releasing Customer's name and the name and title of the individual authorizing the release of capacity;
 - (ii) Service agreement number;
 - (iii) Whether the release is on a permanent or temporary basis;
 - (iv) Whether the release is on a recallable or non-recallable basis, and if recallable, the conditions of recall and whether the capacity must be returned to Replacement Customer after a recall has ended. Reput method and rights shall be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Customer and Replacement Customer;
 - (v) The maximum and minimum numeric quantity of the firm capacity which the Releasing Customer desires to release on a per day basis for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity;
 - (vi) The primary points of receipt and delivery at which the Releasing Customer will release the capacity and the capacity to be released at each point;

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Superseding: Original Sheet No. 274

GENERAL TERM AND CONDITIONS (Continued)

- (vii) The requested effective date and the term of the release;
- (viii) The reservation rate for the release, expressed in dollars and cents or as a percent of the maximum tariff rate, or, if the Releasing Customer elects to release capacity on a volumetric basis, the volumetric rate expressed in dollars and cents or as a percent of the maximum tariff rate. Once the choice is made, by the Releasing Customer the bids should comport with the choice. The rates specified by the Releasing Customer should include the tariff reservation rate and all the demand surcharges, as a total number or as stated separately. The Releasing Customer must state any rate equal to the number of decimal places in the stated rates per Equitrans' Rate Schedule;
- (ix) Whether the Releasing Customer is willing to consider release for a shorter time period, and the time period that will be considered;
- (x) Whether the Releasing Customer wants Equitrans to market its released capacity;
- (xi) The criteria which Equitrans should apply in determining the "best bid" and any tie-breaker to be applied in the event of equal bids. Said criteria must be objectively stated and non-discriminatory; and
- (xii) The length of the bidding period desired. The Releasing Customer will not be able to specify an extension of the original bidding period or the prearranged deal match period without posting a new release.

A Releasing Customer may withdraw its Notice of Released Capacity any time prior to the close of the Bidding Period associated with such notice, where unanticipated circumstances have occurred and provided that no minimum bid pursuant to Section 22.3(viii) has been received. The Releasing Customer's notice will be legally binding on the Releasing Customer until written or electronic notice of withdrawal is received by Equitrans.

- 22.6 Notice of Prearranged Release. If the Releasing Customer has a Prearranged Replacement Customer for the released capacity, it must include in the notice to Equitrans required in Section 22.5

GENERAL TERMS AND CONDITIONS (Continued)

the existence of a Prearranged Replacement Customer, the terms of the prearranged deal and whether the Prearranged Replacement Customer is an affiliate of the Releasing Customer. If the Prearranged release is (i) for a term of thirty-one (31) days or less; (ii) for a term of more than one year at maximum tariff rate; (iii) to an Asset Manager; or (iv) to a marketer participating in a state-regulated retail access program as defined by 18 C.F.R. 284.8(h)(4) then the information required under Section 22.5(xi)-(xii) may be omitted.

22.7 Posting and Bidding Requirements.

- a. Posting of Releases Subject to Bidding. Equitrans will post the notice of released capacity on Equitrans' EBB System and EDI upon receipt, unless the Releasing Customer requests otherwise. If the Releasing Customer requests a posting time, Equitrans will support such a request insofar as it comports with the standard timeline set forth in Paragraph c of this Section 22.7.

The Releasing Customer's notice shall remain posted no later than 2:00 p.m. CCT on the day before nominations are due for the effective begin date of the release of capacity.

- b. Posting of Releases Not Subject to Bidding. A Releasing Customer may enter into a prearranged deal with a Replacement Customer of its choosing for the release of its capacity. A Releasing Customer that has entered into a prearranged deal must provide notice to Equitrans in accordance with Section 22.5 and 22.6. The notice will be posted by Equitrans and confirmed by the Replacement Customer in accord with the standard timelines set forth in Paragraph c of this Section 22.7, via Equitrans' EBB System and EDI. A prearranged deal for Capacity Release will be exempt from competitive bidding if the proposed release meets the following conditions:

GENERAL TERMS AND CONDITIONS (Continued)

- (i) Short Term Release -- competitive bidding is not required if the term of the proposed prearranged release is thirty-one (31) days or less, provided, however, that if such Releasing Customer has previously released capacity to the Replacement Customer under a prearranged deal within twenty-eight (28) days prior to the commencement date of the proposed prearranged release, then the proposed prearranged release will be subject to the competitive bidding requirements of this Section.
- (ii) Maximum Rate Release -- competitive bidding is not required for a prearranged release if the capacity release is for more than one year and the Replacement Customer agrees to pay Equitrans' maximum tariff rate applicable to the service type being released.
- (iii) Release to an Asset Manager -- Competitive bidding is not required for a prearranged release to an Asset Manager, as defined by FERC Regulations at 18 C.F.R. § 284.8(h)(3).
- (iv) Release to Certain Marketers - - Competitive bidding is not required for a prearranged release to a marketer participating in a state-regulated retail access program as defined by FERC Regulations at 18 C.F.R. § 284.8(h)(4).

All prearranged deals for Capacity Release at less than maximum rate that do not qualify for the exemptions from competitive bidding specified in Section 22.7(b)(i), (ii), (iii) and (iv) are subject to the bidding procedures of Section 22.8 and the right of first refusal set forth in Section 22.10.

c. Capacity Release Timelines.

The deadlines shown below are applicable to all parties involved in a capacity release process; however, they are only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be credit worthy before the capacity release bid is tendered and (2) there are no special terms or conditions of the release.

- (1) For non-biddable releases.
 - (A) Timely Cycle.
 - (i) Posting of prearranged deals, not subject to bid, are due by 10:30 a.m.
 - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)

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GENERAL TERMS AND CONDITIONS (Continued)

- (B) Evening Cycle.
 - (i) Posting of prearranged deals, not subject to bid, are due by 5:00 p.m.
 - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)
- (C) Intraday 1 Cycle.
 - (i) Posting of prearranged deals, not subject to bid, are due by 9:00 a.m.
 - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)
- (D) Intraday 2 Cycle.
 - (i) Posting of prearranged deals, not subject to bid, are due by 4:00 p.m.
 - (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)
- (2) For biddable releases (less than 1 year).
 - (A) Offer for capacity release shall be tendered by 12:00 p.m. on a business day.
 - (B) Open season ends no later than 1:00 p.m. on a business day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken).
 - (i) Evaluation period ends and award is posted if no match is required, at 2:00 p.m.
 - (ii) Match or award is communicated by 2:00 p.m.
 - (iii) If required, a match response is due by 2:30 p.m.
 - (iv) Where match is required, award posting shall be by 3:00 p.m.

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Substitute Original Sheet No. 276B Substitute Original Sheet No. 276B : Effective
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GENERAL TERMS AND CONDITIONS (Continued)

- (C) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)
- (3) For biddable releases (1 year or more).
 - (A) Offer for capacity release shall be tendered by 12:00 p.m. four (4) business days before award.
 - (B) Open season ends no later than 1:00 p.m. on the business day before timely nominations are due (open season is three (3) business days).
 - (i) Evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken.
 - (ii) Evaluation period ends and award is posted if no match is required, at 2:00 p.m.
 - (iii) Match or award is communicated by 2:00 p.m.
 - (iv) If required, a match response is due by 2:30 p.m.
 - (v) Where match is required, award posting shall be by 3:00 p.m.
 - (C) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract. (CCT)
- (4) Recall of capacity
 - (A) For the recall of capacity, or the recall of any unscheduled capacity, effective with the Evening Nomination Cycle, Releasing Customer shall notify Equitrans by 5:00 p.m. CCT of its recall of capacity subject to a capacity release. Equitrans shall notify, by telephone and followed-up by Facsimile, the Replacement Customer(s) of such recall by 6:00 p.m. CCT and Releasing Customer and Replacement Customer shall submit a nomination or, in the case of a recall, a revised nomination by 6:00 p.m. CCT.

GENERAL TERMS AND CONDITIONS (Continued)

- (B) For the recall of capacity, or the recall of any unscheduled capacity, effective with the Timely Nomination Cycle, Releasing Customer shall notify Equitrans by 8:00 a.m. CCT of its recall of capacity subject to a capacity release. Equitrans shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 9:00 a.m. CCT and Releasing Customer and Replacement Customer shall submit a nomination or, in the case of a recall, a revised nomination by 11:30 a.m. CCT.
- (C) For the recall of any unscheduled capacity, effective with the Intraday 1 Nomination Cycle, Releasing Customer shall notify Equitrans by 8:00 a.m. CCT of its recall of capacity subject to a capacity release. Equitrans shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 9:00 a.m. CCT and Releasing Customer shall submit a nomination by 10:00 a.m. CCT.
- (D) For recall of any unscheduled capacity, effective with the Intraday 2 Nomination Cycle, Releasing Customer(s) shall notify Equitrans by 3:00 p.m. CCT of its recall of capacity subject to a capacity release. Equitrans shall notify, by telephone and followed-up by facsimile, the Replacement Customer(s) of such recall by 4:00 p.m. CCT and Releasing Customer shall submit a nomination by 5:00 p.m. CCT.
- (E) Recall notifications under Paragraphs (A) through (D) hereof should specify the recall quantity in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity.

22.8 Bidding Process.

- a. The length of the bidding period for released capacity shall be as specified in the notice provided to Equitrans by the Releasing Customer. All bids must be submitted during the bidding period through Equitrans' EBB System or via EDI. Bids which are incomplete or are submitted in some different form or after the bidding period will not be eligible to receive the released capacity. Each bid for released capacity must contain the following information:
 - (i) Bidder's legal name, address, and the name and title of the individual responsible for authorizing the bid;
 - (ii) The term of the proposed acquisition;

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First Revised Sheet No. 276D First Revised Sheet No. 276D
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GENERAL TERMS AND CONDITIONS (Continued)

- (iii) The maximum rate(s) Bidder is willing to pay for the capacity. If the capacity release is for more than one year, the rate may not exceed the maximum tariff rate for the applicable service set forth in Equitrans' FERC Gas Tariff, as may be changed from time to time. This maximum tariff rate limitation shall not apply to releases of capacity for a period of one year or less in duration if the release is to take effect on or before one year from the date on which Equitrans is notified of the release.

- (iv) The quantity desired;

GENERAL TERMS AND CONDITIONS (Continued)

- (v) Whether or not the Bidder is an affiliate of the Releasing Customer; and
 - (vi) All other information requested by Releasing Customer.
- b. A bid may be withdrawn after it is received by Equitrans either in writing, on Equitrans' EBB System, or via EDI at any time up to the last day of the bidding period, however, no bid can be withdrawn after the bidding period. Any bid received by Equitrans during the bidding period shall be legally binding on the Bidder unless withdrawn by the Bidder. Once a Bidder withdraws a bid, it cannot submit a subsequent bid for the same released capacity unless the subsequent bid is for an equal or higher rate than the original bid. To be considered, a bid must satisfy the minimum terms imposed by the Releasing Customer.

22.9 Awarding of Released Capacity.

- a. Equitrans will evaluate all bids in accordance with the time line set forth in Paragraph 22.7 c. Initially, Equitrans will eliminate from consideration those bids which do not meet the minimum conditions established by the Releasing Customer and those Bidders which have not complied with Equitrans' own creditworthiness criteria. If the Releasing Customer has provided criteria for determining the "best bid", Equitrans will apply those criteria to determine which bid receives the capacity. Equitrans is only required to meet the capacity release timeline for processing capacity reallocation if the Releasing Customer's "best bid" is defined as that bid which generates (1) the highest value, (2) the maximum net revenue, or (3) the highest present value. If multiple bids have been submitted meeting minimum conditions, Equitrans shall award the bids, best bid first, until all offered capacity is awarded. If no evaluation criteria have been provided by the Releasing Customer, Equitrans will award the released capacity based on the application of the following criteria:
 - (i) If there is only one valid bid, Equitrans will award the released capacity to that Bidder;
 - (ii) If more than one valid bid is received, Equitrans will award the released capacity to the Bidder offering the maximum applicable rate for the maximum term specified by the Releasing Customer;

GENERAL TERMS AND CONDITIONS (Continued)

- (iii) If more than one valid bid is received and none offers the maximum applicable rate for the maximum term, Equitrans will award the capacity to the bid offering the maximum revenue over the minimum term of the release.
 - (iv) If two or more equal bids are received, Equitrans will award the capacity on the basis of the tie-breaker criteria provided by the Releasing Customer. If no tie-breaker criteria are provided by the Releasing Customer then capacity will be awarded on the basis of a lottery. The lottery will be conducted by Equitrans in a nondiscriminatory manner and capacity shall be awarded on the basis of an all or nothing draw.
- b. Posting of Awarded Capacity. The released capacity will be awarded and posted on Equitrans' EBB System and EDI in accordance with the time line set forth in Paragraph 22.7 c. The notice of the award will contain the following information:
- (i) Term of release;
 - (ii) Price(s) as bid;
 - (iii) Primary receipt and delivery points;
 - (iv) Quantity in Dth;
 - (v) Whether the capacity is firm or firm recallable; and
 - (vi) The name of the Replacement Customer and whether the Replacement Customer is affiliated with the Releasing Customer.
- 22.10 Right of First Refusal. In the case of a prearranged bid, if the bid submitted by a subsequent Bidder exceeds the value of the bid submitted by the Prearranged Replacement Customer, the Prearranged Replacement Customer will be given the opportunity to match the terms of the subsequent bid in accordance with the time line set forth in Paragraph 22.7 c.

GENERAL TERMS AND CONDITIONS (Continued)

- 22.11 Recall of Released Capacity. Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination cycles by providing notice to Equitrans by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8 a.m. CCT for the Intra-Day 1 Nomination cycle, and 3:00 p.m. for the Intra-Day 2 Nomination cycle. Notification to Replacement Customers will be provided by Equitrans within one hour of receipt of recall notification. Equitrans will support the function of reputting by Releasing Customers.
- 22.12 Offers to Purchase Capacity. Any party interested in acquiring capacity through Equitrans' Capacity Release Program may provide Equitrans with an offer to purchase capacity. Equitrans will post any such offer on Equitrans' EBB System and via EDI for the period requested by the offering party. The fee for posting such notices shall be \$50.
- 22.13 Execution of Agreements. Equitrans' acceptance of a bid shall constitute a binding agreement between Equitrans and the Releasing Customer under which the Releasing Customer releases the capacity described in the accepted bid and a binding agreement between Equitrans and the Replacement Customer under which the Replacement Customer acquires those rights of the Releasing Customer's that are described in the accepted bid. Equitrans will provide the Replacement Customer with a Capacity Release Service Agreement in the form specified in Equitrans' FERC Gas Tariff, unless the Replacement Customer has an agreement currently in effect, by 10:00 a.m. CCT on the day nominations are due. In addition Equitrans will provide a Release Addendum which confirms the terms and conditions of the released capacity to the Replacement Customer. The executed Capacity Release Service Agreement and Release Addendum must be returned to Equitrans within one (1) day after it is received or the agreement will terminate. Once the documents have been executed, the terms of such agreement are not subject to amendment. At the election of Equitrans, the Releasing Customer shall promptly execute such further documents as may be necessary to evidence its release of capacity. Equitrans shall not be obligated to initiate service to the Replacement Customer until all documents necessary to effectuate the release are executed and returned to Equitrans.

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FERC Docket: RP00-225-000

First Revised Sheet No. 280 First Revised Sheet No. 280 : Effective
Superseding: Original Sheet No. 280

GENERAL TERMS AND CONDITIONS (Continued)

- 22.14 Billing Adjustment. After the release becomes effective, Equitrans will invoice the Releasing and Replacement Customer on a monthly basis. Equitrans will continue to invoice the Releasing Customer for all demand and related charges on a monthly basis but will simultaneously credit the invoice of the Releasing Customer with any demand and related charges invoiced during the same month, to the Replacement Customer utilizing the capacity released by the Releasing Customer. Should the Replacement Customer fail to make timely payments for the charges invoiced by Equitrans related to the released capacity, Equitrans shall eliminate the prior credit in the next month's invoice, and shall charge the Releasing Customer for all demand and related charges unpaid by the Replacement Customer in the prior month, together with interest on the unpaid amount from the date first charged.
- 22.15 Obligations of Releasing Customer. The Releasing Customer shall continue to be responsible and liable for its obligations under the Service Agreement. Without limitation, these obligations include the following:
- (i) The Releasing Customer shall continue to be liable for all demand or reservation and other non-usage related charges owing under its Service Agreement up to the maximum rate specified in the Service Agreement, including, but not limited to, any demand or reservation surcharge assessed by Equitrans for the purpose of recovering Order No. 636 transition costs in accordance with Section 27 of the General Terms and Conditions.
 - (ii) Equitrans shall have the right to seek performance directly from the Releasing Customer with respect to the obligations owed by it to Equitrans before, after, or simultaneously with Equitrans' attempt to seek performance from the Replacement Customer who owes obligations under any new Service Agreement and

GENERAL TERMS AND CONDITIONS (Continued)

Equitrans shall have no obligation to seek performance from the Replacement Customer with respect to such obligations.

- (iii) Each Releasing Customer agrees to protect and indemnify Equitrans, and to release and hold Equitrans harmless against, any loss, liability or expense (including, without limitation, court costs and attorneys' fees) incurred or suffered by Equitrans or such Releasing Customer arising out of or in connection with the provisions of this Section 22 except for losses, damages or expenses caused solely by Equitrans' own negligence or willful misconduct.
- 22.16 Obligations of Replacement Customer. By executing a service agreement for released capacity, the Replacement Customer agrees that it will comply with the terms and conditions of Equitrans' certificate of public convenience and necessity authorizing this Capacity Release Program and the terms and conditions of Equitrans' FERC Gas Tariff.
- (i) The Replacement Customer agrees to indemnify Equitrans against and to release and hold Equitrans harmless against any loss, liability or expense (including, without limitation, court costs and attorneys fees) incurred or suffered by Equitrans or the Replacement Customer arising out of or in connection with the provisions of this Section except for losses, damages or expenses caused solely by Equitrans' own negligence or willful misconduct.
- 22.17 Marketing Fee. Equitrans will charge a marketing fee to be negotiated between Equitrans and the Releasing Customer where Equitrans successfully markets the released capacity on the Releasing Customer's behalf.

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Sheet Nos. 282-283 Sheet Nos. 282-283 : Effective

Sheets Nos. 282 through 283 are Reserved for Future Use

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Original Sheet No. 284 Original Sheet No. 284 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

23. MARKET CENTERS

Nothing in Equitrans' FERC Gas Tariff shall operate to inhibit the development of market centers on the Equitrans pipeline system. Equitrans will permit market centers to develop at the points of interconnection between other pipeline or other Local Distribution Company systems. Any aggregator of gas supply contracts on the Equitrans system must adhere to the nominations procedures and other terms and conditions of Equitrans' FERC Gas Tariff, and pay the fees and charges associated with their service as may be revised from time to time.

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FERC Docket: CP96-532-001

Original Sheet No. 285 Original Sheet No. 285 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

24. COMPLIANCE WITH ORDER NOS. 497 AND 566

24.1 Shared Facilities and Employees. There are no shared operating employees or shared operating facilities between the transportation function of Equitrans and its marketing affiliate(s).

24.2 Complaint Procedures. Any Customer or potential Customer that has requested service pursuant to Section 6 and has not been granted such service or is otherwise unsatisfied with Equitrans' provision of service shall notify Equitrans' Transportation or Marketing Department, either orally or in writing, of any complaint it has concerning the denial of such service. Equitrans shall respond initially within 48 hours by telephone, and in writing within five (5) business days. Said response shall explain the basis for the action complained of and explain what additional action, if any, will be taken by Equitrans concerning the complaint.

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FERC Docket: RP04- 97-000

Third Revised Sheet No. 286 Third Revised Sheet No. 286 : Superseded
Superseding: Second Revised Sheet No. 286

GENERAL TERMS AND CONDITIONS (Continued)

25. DISCOUNTING

25.1 Discount Policy. Equitrans may elect at its discretion to discount the maximum rate(s) applicable to transportation or storage service for any Customer subject to the limitation that such discounted rate(s) shall not be less than the minimum rate(s) for the applicable service as set forth in Equitrans' FERC Gas Tariff as may be changed from time to time. Any rate discount provided to any Customer shall be applied to the components of the rate in the following order: (1) GRI surcharge; (2) SCT surcharge; (3) base tariff rate(s) for the applicable service including retainage; and (4) applicable surcharges under Section 27 of the General Terms and Conditions. If the discounted rate(s) charged to a Customer exceed the rate(s) approved by the Commission, any required refunds shall be based on the amount by which the rate actually collected exceeds the rate approved by the Commission.

25.2 Use of Discounts at Alternative Point(s): A firm Customer, which has been granted a discounted rate by Equitrans, that seeks to use an alternative Receipt or Delivery Point(s) (whether through segmentation, capacity release, or its own exercise of Secondary Receipt and Delivery Point(s) rights) can continue to receive a discounted rate at such alternate point only if Equitrans has granted a discount to any similarly situated transaction at the alternate point(s). The rate to be paid at such alternate point(s) shall be the higher of the Customer's current discounted rate or the discounted rate being offered to any similarly situated transaction at the alternate point(s).

The Customer may request a discount at an alternative point at any time. Equitrans shall process such request for discount at an alternative point(s) within two (2) hours of the time such request is submitted. Provided, however, if such request is received by Equitrans after 4:00 p.m., Equitrans shall process such request by 8:30 a.m. the next business day. No requests for discount at alternative point(s) will be processed on non-business days.

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FERC Docket: RP10-616-000

Second Revised Sheet No. 287 Second Revised Sheet No. 287
Superseding: First Revised Sheet No. 287

GENERAL TERMS AND CONDITIONS (Continued)

26. EQUITRANS' EBB System

- 26.1 Availability. Equitrans' EBB System is available on a nondiscriminatory basis to any party which requests and is issued a Customer translator package, user password, and procedures for access and use of the system. Equitrans will provide equal and timely access to any information posted on Equitrans' EBB System. Equitrans' EBB System may be accessed by the Customers using either the HTML page(s) accessible via the Internet's World Wide Web @www.equitrans.com. Electronic communications may also be transmitted, where applicable, using server to server electronic data interchange communications (EDI), which will be available on a nondiscriminatory basis to any party, provided such party has entered into a trading partner agreement with Equitrans.
- 26.2 System Description. Equitrans' EBB System offers an on-line help function, a search function that permits users to locate active information concerning a specific transaction and menus which are organized by subject matter and contain chronologically organized information. The system permits users to electronically download data from the communications system to their own equipment. Equitrans will maintain daily back-up records of the information displayed on Equitrans' EBB System and through EDI for two years, and will make archived material available to Customers for a nominal fee by contacting Equitrans' Gas Transportation Department. Equitrans will periodically purge inactive transactions from system files after transactions are completed.
- 26.3 Informational Postings. Equitrans' Internet Website will contain the following subcategories and labels for the categories of the Informational Postings, which shall be available for view by users:

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FERC Docket: RP99-363-001

Substitute First Revised Sheet No. 288 Substitute First Revised Sheet No. 288 : Effective
Superseding: Original Sheet No. 288

GENERAL TERMS AND CONDITIONS (Continued)

Categories	Subcategories
Affiliated Marketer Info	Capacity Allocation Log Discount Offers
Capacity	Operationally Available Unsubscribed
Index of Customers Notices	Critical Non-Critical System-Wide
Tariff	Title Page Table of Contents Preliminary Statement Map Currently Effective Rates Rate Schedules General Terms and Conditions Form of Service Agreement Entire Tariff Sheet Index

- (i) Affiliated Marketer Info. Information on discounts including discounts given to marketing affiliates which shall be made available within 24 hours of commencement of the discounted transaction and other information on transactions with affiliates as required by the Commission's Order Nos. 497 and 566 such as an affiliate allocation log;
- (ii) Capacity. Current availability of firm and interruptible transportation and storage capacity on the mainline and at receipt and delivery points and primary capacity entitlements at each receipt and delivery point;
- (iii) Index of Customers. Information on firm Customers by rate schedule, contract effective date, contract termination date, rollover period, transportation maximum daily quantity, maximum storage quantity and footnotes;
- (iv) Notices. Critical notices are defined to pertain to information on the Pipeline's conditions that affect scheduling or adversely affect scheduled gas flow. Critical system-wide notices will be in a separate category from notices that are not critical and information prescribed by various provisions of this Tariff. This information will also be available via EDI; and

GENERAL TERMS AND CONDITIONS (Continued)

- (v) Tariff. Equitrans' currently effective FERC Gas Tariff.
- 26.4 Interactive Capabilities. Upon subscribing to Equitrans' EBB System, a user will have the capability to utilize the system for the following purposes:
- (i) Submit requests for service under Equitrans' storage and transportation Rate Schedules;
 - (ii) Execute and amend Service Agreements;
 - (iii) Post the availability of capacity for release which is also available via EDI;
 - (iv) Submit a bid for released capacity which is also available via EDI;
 - (v) Submit a bid for available capacity under expiring long term contracts; and
 - (vi) Submit verification of transfer of title to gas in storage.
 - (vii) Provide meter listings, nomination confirmation, and Pool-to-Pool transfer confirmation under Rate Schedule AGS.
 - (viii) Review scheduled quantities at the end of each day including intra-day nominations and any other scheduling changes for each Customer.

Authorized user of Equitrans' EBB System that utilize the interactive capabilities enumerated in this Section shall be deemed to have agreed that any individual user that accesses the system using the authorized user's password shall have the legal authority to act on behalf of the authorized user and may bid the authorized user to services through the use of the interactive capabilities described in this Section.

- 26.5 Liability. Users of Equitrans' EBB System agree to indemnify Equitrans and hold Equitrans harmless against any loss liability or expense (including, without limitation, court costs and attorneys fees) incurred or suffered by the user as the result of its use of Equitrans' EBB System, except for losses damages or expenses caused by Equitrans' negligence or willful misconduct.

GENERAL TERMS AND CONDITIONS (Continued)

27. RECOVERY OF TRANSITION COSTS

27.1 Purpose. This Section sets forth the mechanisms for recovery by Equitrans from its Customers of two types of transition costs associated with Account No. 191 and Stranded Facilities Costs. This Section shall be effective until such time as Equitrans has recovered all of its transition costs as detailed herein.

27.2 Costs Associated with Account No. 191.

- a. On the effective date of this Section, Equitrans will terminate its PGA, and the net balance remaining in its Account No. 191 will be recovered or refunded in accordance with the following procedures:
 - (i) From the date of termination of its PGA, Equitrans shall have nine (9) months to undertake final accounting with its suppliers, resolve all billing disputes including out-of-period adjustments, and clear up outstanding bills.
 - (ii) At any time during the nine months after termination of its PGA, Equitrans may make one or more limited filings, with the Commission, under Section 4 of the Natural Gas Act, to begin collecting or refunding its outstanding Account No. 191 balance. These filings shall be based on Equitrans' last filed PGA, will reflect adjustments to the PGA, and will contain working papers supporting the costs shown. Any underrecoveries in its Account No. 191 which Equitrans does not seek to recover within the nine month period shall not be recoverable. However, all refunds received will be credited to Customers, even if received after the nine month period.
 - (iii) If Equitrans' net balance in its Account No. 191 is a debit balance at the end of the nine month period, such debit balance shall be recovered through a direct bill to Equitrans' former sales Customers. The portion of the balance classified as demand shall be allocated based on each Customer's demand entitlements on the day

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GENERAL TERMS AND CONDITIONS (Continued)

before the effective date of this Section. The portion of the balance classified as commodity will be allocated based on Customer purchases during the twelve (12) months prior to the effective date of this Section. Equitrans will invoice former sales Customers for its share of the subject costs. The Customers subject to surcharge for these costs may elect to pay their allocable portion of the surcharge in a lump sum or amortized over up to a three year period, with appropriate carrying costs.

- (iv) If Equitrans' net balance in its Account 191 is a credit balance at the end of the nine month period, such balance shall be refunded to former sales Customers. Refunds of the demand and commodity portion of the credit balance shall be allocated using the same factors described in Section 27.2 a(iii).

- b. Reports - Equitrans will file two reports with the Commission after the termination of its PGA. The first report will be at the end of the nine month clear out period, and will detail the final balance of Equitrans' Account No. 191 and any adjustment to the amounts being billed from the last filed PGA. The second report will be filed at the end of the amortization period, and will show the total actual amounts billed to each Customer.

27.3 Stranded Gathering Facilities Costs

- a. Generally. This Section provides for the recovery of stranded gathering facilities costs, as defined and in accordance with the provisions of Article IV, Section 2 of the Stipulation and Agreement in FERC Docket No. RP97-346, et al. Equitrans shall recover stranded gathering facilities costs from its Firm Part 284 transportation Customers by means of a Stranded Gathering Facilities Reservation Surcharge. Equitrans shall recover stranded gathering facilities costs from its Interruptible Part 284 transportation Customers by means of a Stranded Gathering Facilities Usage Surcharge. The Stranded Gathering Facilities Reservation Surcharge and the Stranded Gathering Facilities Usage Surcharge are set forth on Sheet Nos. 5 and 6 of this Tariff.

Substitute Original Sheet No. 292 Substitute Original Sheet No. 292 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- b. Stranded Gathering Collections. The Stranded Gathering Reservation Surcharge and the Stranded Gathering Facilities Usage Surcharge shall be fixed at the levels set forth on Sheet Nos. 5 and 6 of this Tariff for the period from August 1, 1997 through July 31, 2000. Equitrans shall terminate assessment of these surcharges on the earlier of: (i) July 31, 2000; or (ii) the first day of the month after Equitrans' total surcharge collections pursuant to this Section equal the principal amount of \$16,943,600 plus interest at the FERC approved rates.

- c. Reconciliation and Final Accounting. Equitrans will undertake a reconciliation and final accounting of the amount of stranded gathering facilities cost collections and the amount of allowed stranded gathering facilities cost recovery after completion of the amortization period in accordance with the following procedures:
 - (i) Any recovery by Equitrans of stranded gathering costs in excess of the amount authorized under this Section 27.3(b), above shall be refunded to and any undercollection shall be direct billed to Customers in accordance with the provisions herein. By November 1, 2000, Equitrans will refund or direct bill to firm transportation Customers the difference between the actual stranded gathering facilities cost collections and the allowable amount of stranded gathering facilities cost recovery, including interest at the FERC approved rates, on a pro rata basis based on the level of stranded gathering facilities cost collections from each firm transportation Customer during the amortization period. Any such refunds will be made to both Firm Part 284 transportation Customers and Part 157 transportation Customers. The latter will be deemed to have paid the surcharge on a proportional basis with Part 284 Customers commensurate with their level of entitlements and duration of their Customer status. Any undercollection will be directly billed to all firm transportation Customers on the system at the time that the reconciliation is calculated except Customers receiving firm transportation service related to storage service under Rate Schedule SS-3. By November 1, 2000, Equitrans will file a report with the Commission identifying the total amount of stranded gathering facilities costs collected through the surcharge during the

GENERAL TERMS AND CONDITIONS (Continued)

amortization period and the amount of refunds or undercollections for each Customer.

- (ii) Consistent with other provisions of this Section, the reconciliation and final accounting after completion of the amortization period will take into account: (1) applicable interest accruing on the unamortized stranded gathering facilities balance during the amortization period calculated in accordance with the Commission's Regulations; (2) all gathering facilities surcharges paid by each Customer or deemed to have been paid by each Customer; (3) the Shared Proceeds from all sales of gathering facilities during the amortization period including interest from the date of the sale; and (4) the unrecovered book value from all sales of gathering facilities to non-affiliates during the amortization period. Any gathering surcharge collection in excess of the allowed amount of stranded gathering recovery will be treated as an overcollection at the end of the amortization period and credited to Customers in proportion to their stranded gathering facilities cost payments made or deemed to have been made during the amortization period. Any undercollections will be directly billed to all firm transportation Customers on the system at the time that the reconciliation is calculated, except Customers receiving firm transportation service in conjunction with storage service under Rate Schedule SS-3. The direct bill amounts shall be determined pro rata on the basis of entitlements.
- (iii) In determining whether the allowable amount of stranded gathering facilities costs has been overcollected or undercollected, Shared Proceeds from sales of gathering facilities occurring during the amortization period less any unrecovered book value in such sales to non-affiliates will be credited against the unrecovered stranded gathering balance in accordance with the sharing provisions contained in Article IV, Section 4 of the Stipulation and Agreement in FERC Docket No. RP97-346, et al.

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Second Revised Sheet No. 295 Second Revised Sheet No. 295
Superseding: First Revised Sheet No. 295

GENERAL TERMS AND CONDITIONS (Continued)

28. GAS RESEARCH INSTITUTE FUNDING UNIT ADJUSTMENT PROVISION

- 28.1 Purpose. Gas Research Institute ("GRI"), an Illinois non-profit corporation. GRI has been organized to sponsor research, development and demonstration ("RD&D") programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.
- 28.2 Voluntary Contributions. Customer may make voluntary contributions to GRI in conjunction with its payment of any monthly invoice to Equitrans. Customers may, but are not required to, make such voluntary contributions. The Customer will specify the amount of the contribution if any, and the project(s) or project area(s) to be funded. The amounts collected through the voluntary contribution mechanism are not part of Equitrans' rates, rate provisions, or term or condition of service and the Commission will not review or approve any amounts submitted by the Customers. Any amounts remitted to Equitrans pursuant to the voluntary contribution mechanism shall be forwarded to GRI by Equitrans and are not refundable by Equitrans.
- 28.3 Disposition of GRI Funding Adjustment Surcharge Revenues. Equitrans shall remit to GRI the total revenues from voluntary contributions, provided by this Section 28 within fifteen (15) days following the receipt thereof from Equitrans' affected Customers. In addition, Equitrans shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Customers.

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Second Revised Sheet No. 299 Second Revised Sheet No. 299
Superseding: First Revised Sheet No. 299

GENERAL TERMS AND CONDITIONS (Continued)

29. ANNUAL CHARGE ADJUSTMENT CLAUSE (ACA)

- 29.1 Purpose. Annual charges are assessed against gas pipelines by the Federal Energy Regulatory Commission (FERC) under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering annual charges, assessed Equitrans by the FERC, this Section 29 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under all of Equitrans' Rate Schedules. For the period during which this Section 29 is effective, it is Equitrans' intent not to seek recovery of any annual charges assessed Equitrans pursuant to Part 382 of the Commission's Regulations and Order Nos. 472 and 472-B except as permitted by this Section 29. This ACA Surcharge is in addition to any amounts otherwise payable to Equitrans under said Rate Schedules.
- 29.2 Rate Schedules Subject to ACA Surcharge. The ACA Surcharge shall be applicable to the quantities transported under Equitrans' Rate Schedules in FERC Gas Tariff, Original Volume No. 1.
- 29.3 Basis of the ACA Surcharge. The ACA Surcharge shall be that increment, adjusted to Equitrans' measurement basis (dekatherms), which has been approved by FERC Orders approving and annual charge unit rate.
- 29.4 Filing Procedure. The initial ACA Surcharge or any subsequent changes in such surcharge shall be filed by Equitrans at least thirty (30) days prior to the proposed effective date unless the establishment by the FERC of the annual charge unit rate for a particular fiscal year prohibits Equitrans from making a timely filing, whereupon the FERC's notice requirements under 18 CFR Section 154.207 shall be deemed waived for purposes of this Section 29.

GENERAL TERMS AND CONDITIONS (Continued)

30. NEGOTIATED RATES

- 30.1 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Equitrans may charge a negotiated rate for service under any Part 284 Rate Schedule to any Customer that currently receives service at the rates set forth in the applicable Rate Schedule and agrees to pay such negotiated rate. Equitrans' maximum applicable tariff rate is available as a Recourse Rate to any Customer that does not agree to a negotiated rate with Equitrans.
- 30.2 A negotiated rate shall mean a rate for service, where one or more of the individual rate components exceed the maximum charge, or are less than the minimum charge, for such components or a rate for service which falls between the maximum and minimum charge but employs an alternative rate design. This definition shall also include a formula rate where one or more of the individual rate components may exceed the maximum charge, or may be less than the minimum charge, for such components in some months but not in others. The penalties identified in Section 8.9, 9.7, 11.6, and 12.7 of these General Terms and Conditions of Equitrans' FERC Gas Tariff, Sections 5.4 and 6.6 of Rate Schedule 115SS, and Sections 5.4 and 6.7 of Rate Schedule 60SS shall not be subject to negotiation. Equitrans shall make any filings necessary at the Commission to effectuate a negotiated rate.
- 30.3 For the purposes of releasing firm capacity and the allocation and curtailment of interruptible capacity in accordance with Sections 8, 9, and 22 of these General Terms and Conditions, a Customer paying a negotiated rate that exceeds Equitrans' Recourse Rate would be considered to have paid the Recourse Rate for such service. In the event that the total reservation or other guaranteed revenues under the negotiated rate for firm and interruptible service are less than the revenues that would be generated under the Recourse Rate for the applicable

GENERAL TERMS AND CONDITIONS (Continued)

period, the Customer under the negotiated rate will receive a scheduling and curtailment priority for interruptible service which is lower than Customers paying the Recourse Rate and equal to Customers paying equivalent levels of discounted or negotiated rates calculated on an average volumetric basis for the same service for the period that the negotiated rates are in effect. Firm Service scheduling and capacity curtailment shall not change as the result of a negotiated rate contract.

- 30.4 For the purposes of assessing bids in accordance with Section 21.6 of these General Terms and Conditions, the highest reservation rate that a Customer must match in order to continue to receive service is the Recourse Rate applicable to such service. For purposes of a release of capacity subject to negotiated rate, Section 22.8 (a)(iii) of these General Terms and Conditions, provides that no payments may be made or accepted at rates in excess of Equitrans' applicable Recourse Rates, shall be applicable.

GENERAL TERMS AND CONDITIONS (Continued)

31. TRANSPORTATION, GATHERING AND STORAGE RETAINAGE ADJUSTMENT

- 31.1 General. Equitrans shall retain a quantity of gas received under Rate Schedules NOFT, FTS, STS-1 and ITS to reimburse Equitrans for fuel, loss, and unaccounted for gas required to provide transportation service for Customers ("Transportation Retainage"). Equitrans shall retain an additional quantity of gas from those Customers under Rate Schedules NOFT, FTS, STS-1, ITS and, where applicable, Rate Schedule AGS, to reimburse Equitrans for fuel, loss, and unaccounted for gas required to provide gathering service to those Customers utilizing Equitrans' gathering facilities ("Gathering Retainage"). Equitrans shall retain a quantity of gas tendered for injection under Equitrans Rate Schedules SS-3, 115SS, 60SS, INSS and LPS to reimburse Equitrans for loss and unaccounted for gas required to provide storage service for Customers ("Storage Loss Retainage"). The quantities retained, which shall be separately stated as a Transportation Retainage Factor, a Gathering Retainage Factor, and a Storage Loss Retainage Factor, are on Statement of Retainage Factors of this Tariff. (Sections 31.2 and 31.3 only apply to Equitrans Big Sandy Pipeline retainage factors)
- 31.2 Determination of Big Sandy Pipeline retainage factors. Equitrans shall commence the tracking of its experience under its Big Sandy Pipeline transportation retainage factor as of March 1, 2008. Equitrans shall adjust the Big Sandy Pipeline transportation retainage factor on a semi-annual basis to take into account both prospective changes in retention requirements and over-recovered and under-recovered retainage quantities from the preceding period as described in Section 31.3 below, with the first such adjustment to be effective twelve (12) months following March 1, 2008. Equitrans will file the Big Sandy Retainage Factor with the Commission semi-annually on or before January 29 and on or before July 31 to become effective March 1 and September 1, respectively.
- 31.3 Calculation of Big Sandy Pipeline transportation retainage factor. In each filing, Equitrans shall calculate the Big Sandy Pipeline transportation retainage factor using the following methodology:
- (a) Equitrans will estimate the total quantity of gas in dekatherms required for fuel and loss and unaccounted for volumes, for transportation during the prospective 6 months ("prospective retainage quantities").
 - (b) Equitrans will separately adjust the prospective retainage quantities for transportation upward or downward if and to the extent that Equitrans under-recovered or over-recovered retainage quantities during the prior 6 month period. Equitrans will determine the existence and amount of such under-recovery or over-recovery by determining the retainage quantities received from Customers, during the prior 6 month period and subtracting the actual usage of gas for fuel, loss and unaccounted for during the period. The remaining over recovered or under recovered quantity, if any, will be subtracted from or added to the prospective retainage quantity.
 - (c) Equitrans will determine the adjusted transportation retainage factors by dividing the adjusted retainage quantity for transportation by the total throughput quantities estimated to flow during the prospective 6 month period.

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Fourth Revised Sheet No. 303 Fourth Revised Sheet No. 303
Superseding: Third Revised Sheet No. 303

GENERAL TERMS AND CONDITIONS (Continued)

32. PRODUCTS EXTRACTION

- 32.1 a. Equitrans may extract or permit the extraction of moisture, helium, natural gasoline, butane, propane, and/or other hydrocarbons, excluding methane, from natural gas delivered into its system in order to satisfy the quality standards of Equitrans' FERC Gas Tariff.
 - b. Customer shall provide notice to Equitrans in advance of transportation service being provided by Equitrans setting forth sufficient details for Equitrans to ascertain that customer has complied with the provisions of this Section 32. By no later than November 30, 2001, when Customer's gas is delivered to the West Union or Copley Processing Plants or other processing points on the Equitrans' system in order to meet pipeline quality standards, Customer shall enter into a separate processing agreement with the owner/operator/provider of processing services on Equitrans' system.
 - c. Customers whose gas is subject to processing must have entered into separate agreements with the extraction plant's owner/operator/provider of services or arranged to process their gas themselves. Absent proof of such an agreement or satisfaction with Section 32.4, herein, Equitrans shall not be obligated to transport Customer's gas.
- 32.2 Equitrans reserves the right to use gas upstream of the point of processing as required for the reasonable and prudent operation of Equitrans' facilities and to make deliveries of gas to others under the provisions of Equitrans' tariff.

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Second Revised Sheet No. 304 Second Revised Sheet No. 304
Superseding: Substitute First Revised Sheet No. 304

GENERAL TERMS AND CONDITIONS (Continued)

- 32.3 Equitrans shall redeliver thermally equivalent quantities of gas less applicable gathering retainage if Customer, through an arrangement with the processor or otherwise, replaces the Btu value lost through processing with an equivalent Btu value of natural gas. As of the effective date of this Tariff, such an arrangement exists for gas nominated for transportation behind the West Union or Copley extraction plants. Absent such an arrangement, Equitrans shall not be obligated to redeliver thermally equivalent quantities of gas to any Customer whose gas is received into the Equitrans' system upstream of the West Union or Copley Processing Plants for transportation on Equitrans' system.
- 32.4 Nothing in this Section 32 shall be construed to preclude Customer from processing gas or having gas processed prior to delivery of such gas to Equitrans. Customers electing to process their own gas to meet Equitrans' quality standards and deliver such gas directly to Equitrans' transmission facilities downstream of the processing plants must first notify Equitrans of their intentions and receive verification from Equitrans that the processed gas stream satisfies Equitrans' Tariff quality standards.

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Future Use Sheet No. 305 is Reserved for

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Fourth Revised Sheet No. 306 Fourth Revised Sheet No. 306
Superseding: Third Revised Sheet No. 306

GENERAL TERMS AND CONDITIONS (Continued)

33. CREDITING OF PENALTY REVENUES

- 33.1 Generally. The purpose of this Section is to provide the mechanism by which Equitrans will credit penalty revenues to Customers.
- 33.2 Eligible Penalty Revenues. Eligible Penalty Revenues shall include all penalty amounts assessed and actually collected by Equitrans during the calendar year pursuant to the penalty provision of Section 8.9, 9.7, 11.6, and 12.7 of the General Terms and Conditions of Equitrans' FERC Gas Tariff, Sections 5.4 and 6.6 of Rate Schedule 115SS, Sections 5.4 and 6.7 of Rate Schedule 60SS and Sections 5.3 and 6.5 of Rate Schedule SS-3. Eligible penalty revenue shall exclude any gas costs and storage injection costs related to the 97% injection requirement for storage injection under Rate Schedules 115SS, 60SS and SS-3.
- 33.3 Mechanism. At the end of the calendar year, Equitrans will calculate the amount of Eligible Penalty Revenues. Equitrans will credit Eligible Penalty Revenues, plus interest calculated in the manner provided for by Section 154.501(d) of the Commission's Regulations, to all Customers on a pro-rata basis based on each such Customer's contract MDQ under Rate Schedules NOFT, FTS, and STS-1, and each Customer's throughput during the calendar year for Rate Schedule ITS; provided however that Customers who were penalized during the year shall not be credited for any portion of the penalty amount which they paid. Equitrans shall credit the invoices of such Customers within 60 days after the end of the calendar year.

GENERAL TERMS AND CONDITIONS (Continued)

34. POLICY WITH RESPECT TO THE CONSTRUCTION OF NEW FACILITIES

- 34.1 A Customer may request that Equitrans construct, install, improve, operate, or maintain a lateral pipeline or other facilities to permit deliveries to Customer or on the Customers? behalf from Equitrans? existing pipeline facilities. Equitrans will evaluate all requests for new facilities based on operational feasibility, regulatory requirements, potential costs and revenues, and the impact on Equitrans? ability to meet its existing service obligations. Equitrans shall have no obligation to construct any new facilities to provide service under this Tariff.
- 34.2 In the event that Equitrans agrees to construct any new facilities for a Customer, the Customer shall reimburse Equitrans for all costs and expenses related to such facilities, including, without limitation, construction, operation, and maintenance costs, any costs required for permitting or regulatory approval of the facilities, and return and taxes on any facilities to be owned by Equitrans at the latest rates approved by the FERC. Such costs shall be due and payable within ten (10) days of receipt by Customer of Equitrans invoices for the same; provided, however, that Equitrans and Customer may agree to a reasonable payment schedule for the reimbursement of facility costs including carrying charges.
- 34.3 Equitrans may, at its discretion, waive all or part of the Customers? required reimbursement for the costs of new facilities based on the determination that the facilities will generate sufficient transportation throughput or other revenues to make the facilities economical to Equitrans. Waivers of reimbursement will be granted in a nondiscriminatory manner based on an evaluation of the potential costs and revenues related to the facilities and other relevant economic factors.

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FERC Docket: RP09-687-001

Substitute Seventh Revised Sheet No. 308 Substitute Seventh Revised Sheet No. 308
Superseding: 2nd Sub Sixth Revised Sheet No. 308

GENERAL TERMS AND CONDITIONS (Continued)

35. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

35.1 Equitrans shall comply with the business practices and electronic communication standards incorporated by reference in Section 284.12(a) of the Commission's Regulations (18 CFR Section 284.12(a)), as amended from time to time. In addition to the standards which are reflected in other provisions of this Tariff, the following Version 1.8 of the NAESB standards, definitions and data sets are hereby incorporated by reference:

General Standards

0.1.1, 0.1.2, 0.1.3, 0.3.1

Gas/Electric Operational Communications

0.2.1, 0.2.2, 0.2.3, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Creditworthiness

0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Storage Information

0.4.1

Nomination Related Standards

1.1.2, 1.1.3, 1.1.5, 1.1.7, 1.1.9, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.17, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v)-(vi), 1.3.3, 1.3.14, 1.3.15, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards

2.1.1, 2.1.2, 2.1.3, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.5, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

Invoicing Related Standards

3.1.1, 3.1.2, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4

GENERAL TERMS AND CONDITIONS (Continued)

35.1 (Continued)

Electronic Delivery Mechanism Related Standards

4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15, 4.1.16,
4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26,
4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36,
4.1.37, 4.1.38, 4.1.39, 4.1.40, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6,
4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16,
4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17,
4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28,
4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38,
4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47,
4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56,
4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67,
4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79,
4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89,
4.3.90, 4.3.91, 4.3.92, 4.3.93

Capacity Release Related Standards

5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.3.4, 5.3.7, 5.3.9, 5.3.11,
5.3.12, 5.3.17, 5.3.18, 5.3.20, 5.3.22, 5.3.24, 5.3.28, 5.3.29, 5.3.30,
5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39,
5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48,
5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56, 5.3.57, 5.3.58,
5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9,
5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18,
5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23

Internet Electronic Transport Standards

10.1.1-10.1.9, 10.2.1-10.2.38, 10.3.1, 10.3.3-10.3.25

On September 2, 2005, Equitrans filed with the Federal Energy Regulatory Commission a request for an extension of time to comply with the Commission's Electronic Data Interchange ("EDI") and Electronic Delivery Mechanism ("EDM") requirements, including standard numbers 1.4.1-7; 2.1.6; 2.4.1-16; 3.4.1-4; 4.3.1-2; 4.3.41; 4.3.42 and 5.4.1-19, as adopted by the North American Energy Standards Board ("NAESB") in Order No. 587-S. See Standards for Business Practices of Interstate Natural Gas Pipelines 111 FERC 61,203 (2005). By unpublished letter order dated, January 20, 2006, Equitrans' request was granted as it relates to the EDI and EDM standards for which it sought an extension of time.

On October 5, 2005, Equitrans supplemented its September 2, 2005, request for an extension of time by clarifying that the NAESB EDI and EDM standards for which it sought an extension of time are 1.4.1-7; 2.1.6; 2.4.1-16; 3.4.1-4; 4.3.1-2; 4.3.41; 4.3.42 and 5.4.1-19. Furthermore, the NAESB informational posting requirements related to gas quality information for which Equitrans sought an extension of time are the standards ratified by NAESB on October 20, 2004, in Recommendation R03035A, which NAESB intends to include in its next version of standards (Version 1.8).

Fourth Revised Sheet No. 310 Fourth Revised Sheet No. 310
Superseding: Third Revised Sheet No. 310

GENERAL TERMS AND CONDITIONS (Continued)

36. MARKET SEGMENTATION

1. A Customer receiving firm transportation service under Part 284 of the Commission's regulations may elect, in accordance with the provisions listed below, for its account or for the purpose of implementing a capacity release transaction, to segment its contractual entitlements into two segments as follows:
 - A. Receipt Segment. The receipt segment shall be from the point in which gas is received into the Equitrans system and delivered to either the Equitrans Market Aggregation Point or Equitrans storage. The receipt segment shall be limited to Customer's MDQ and shall be subject to applicable usage charges, fuel retainage and surcharges.
 - B. Delivery Segment. The delivery segment shall be from either the Equitrans Market Aggregation Point or Equitrans storage to the Customer's primary or approved secondary delivery point. The delivery segment shall be limited to Customer's contractual MDQ. Usage charges, fuel retainage and surcharges shall not be applicable to the delivery segment.
2. Customer may exercise market segmentation by making a nomination to utilize either an applicable Receipt Segment or an applicable Delivery Segment, consistent with Customer's rights and obligations under its existing service agreements contractual entitlements, not to exceed Customer's contractual MDQ, and posting and releasing the unused segment under Section 22 of the General Terms and Conditions. Where market segmentation is achieved through a capacity release, the Releasing Customers shall be entitled to receive contingent credit for Reservation charges received by the Pipeline from the Replacement Customer, in accordance with the applicable Capacity Release Service Agreement. Segmented service entitlements shall be treated as all other services under this tariff for purposes of nomination, scheduling and operational flow orders.
3. The Market Aggregation Points are not physical delivery points on Equitrans' system, but rather nomination points where natural gas supplies are aggregated for transportation to downstream delivery points. The shipper nominating gas to a Market Aggregation Point will be charged Rate Schedule LPS rates on all daily imbalances created by such nominations at the Market Aggregation Point.
4. Segmentation is limited to contiguous sections of the Equitrans' system where gas can physically flow without imposing conditions that may threaten the operational integrity of the Equitrans' system.
5. Nothing in this Section shall be interpreted to preclude Equitrans from issuing an OFO in accordance with Section 11 of the General Terms and Conditions.
6. Section 7.2 of the General Terms and Conditions of this tariff describes the conditions under which shippers may nominate service using secondary receipt and delivery points.

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Second Revised Sheet No. 311 Second Revised Sheet No. 311

Superseding: First Revised Sheet No. 311

GENERAL TERMS AND CONDITIONS (Continued)

37. SECURITY COST TRACKER (SCT) MECHANISM

37.1 Generally. This section sets forth a limited mechanism for the recovery of certain extraordinary costs incurred by Equitrans pursuant to (i) the Commission's policy statement in Docket No. PL01-6-000 issued on September 14, 2001, and/or (ii) any other federal, state or local mandate requiring investment in similar security related infrastructure to enhance the security on the Equitrans' system and reduce vulnerability to malicious damage. The costs recoverable through the SCT surcharge shall include the pretax return and depreciation expense associated with such capital additions. The SCT surcharge shall be expressed in dollars per Dth and shall be calculated based on projected throughput under Rate Schedules, FTS, STS-1, ITS, and NOFT on a point-to-point basis. Equitrans shall separately track all capital expenditures related to system security made on and after December 31, 2005, the accumulated provisions for depreciation and deferred income taxes, and the depreciation expense related thereto. Equitrans shall use a fifteen percent (15%) pre-tax return on total invested capital for the purpose of calculating the return component of any SCT surcharge filing made pursuant to this section. All issues related to the prudence of cost incurrence, qualification of the claimed costs for recovery under this surcharge mechanism, and calculation of the charges are preserved for protest and resolution in the annual filings to be made under Section 37.2.

37.2 Filing of the SCT. Equitrans shall file the initial SCT surcharge and all subsequent changes in such surcharge at least thirty (30) days prior to April 1st of each year ("Effective Date"). Equitrans shall include with each SCT filing an updated Statement of Rates setting forth the SCT surcharge, the nature of the work undertaken, including a description of such work and work papers detailing the calculation of such surcharge in accordance with this Section 37.

37.3 Applicability. The SCT surcharge shall be assessed on a per dekatherm basis and apply to all receipts by Equitrans, pursuant to Customer nominations and after fuel retainage, under Rate Schedules FTS, STS-1, ITS, and NOFT on a point-to-point basis. Equitrans will not apply the SCT surcharge to gas nominated under Rate Schedule NOFT to the extent that the volumes have been surcharged under Rate Schedules FTS, STS-1 or ITS.

37.4 Calculation of the SCT Surcharge

- a. Equitrans shall initially determine the amount of security costs to be recovered in its SCT by calculating its actual cost of investment in security-related gross plant, accumulated provisions for depreciation and deferred income taxes, and depreciation expense recorded on the books, as of each December 31st preceding each Effective Date. The SCT-related gross plant balance as of each December 31st shall be reduced by the corresponding accumulated provisions for depreciation and deferred income taxes to arrive at a SCT Rate Base. The SCT Rate Base shall be multiplied by a fifteen percent (15%) pre-tax return on total invested capital to arrive at a SCT Pre-Tax Return Amount. The SCT Pre-Tax Return Amount shall be added to the security-related depreciation expense recorded since the previous SCT calculation.

GENERAL TERMS AND CONDITIONS (Continued)

- b. The sum of the SCT Pre-Tax Return Amount, the depreciation expense, and any overcollection or undercollection from the prior period shall be divided by the sum of (i) the actual throughput under Rate Schedules FTS, STS-1, and ITS, adjusted for any known and measurable changes, and (ii) any point-to-point throughput under Rate Schedule NOFT, for the 12-month period ending December 31st to derive the SCT surcharge to become effective on April 1st of the following year.
 - c. Equitrans shall make annual filings accompanied by any requisite tariff sections and/or Statement of Rates, to become effective on April 1st of each year for the purpose of recalculating the SCT surcharge.
- 37.5 Effect of Discounting. With regard to transportation services which are discounted by Equitrans, the SCT surcharge will be considered as being discounted second, after the PSCT surcharge, before other items included in the maximum rate levels are impacted.
- 37.6 The SCT surcharge shall not include capital additions made in the ordinary course of business not intended to secure Equitrans' infrastructure from damage from future events as described in Section 37.1 above. Examples of costs that are ineligible for recovery under this Section 37 include, but are not limited to, scheduled pipeline replacement initiatives, non-security related investment required by the Pipeline Safety Improvement Act of 2002 and expansions undertaken at the request of specific customers.
- 37.7 At the time Equitrans files any new base rate case under Section 4 of the Natural Gas Act, or any time an investigation into Equitrans' base rates is initiated under Section 5 of the Natural Gas Act, all investment, associated depreciation, depreciation expense and deferred income taxes included in the calculation of the surcharge as described in Section 37.4a shall be rolled into base rates. Such rates shall be effective as of the effective date of the rates approved in either of such proceedings. Any historic over or under collections shall be refunded or collected over the following one year period.
- 37.8 This Section 37 shall be of no further effect for any cost incurrence period beginning after December 31, 2009. Equitrans may file a request with the Commission to seek to continue this surcharge recovery mechanism in effect for cost incurrence periods beyond December 31, 2009, and all parties reserve all rights to protest any such filing. Unless the Commission approves any such extension filing this provision shall be of no further force or effect with respect to any security-related costs incurred after December 31, 2009. Any historic over or under collections shall be refunded or collected over the following one year period.

GENERAL TERMS AND CONDITIONS (Continued)

38. PIPELINE SAFETY COST TRACKER (PSCT) MECHANISM

- 38.1 Generally. This Section sets forth a mechanism for the recovery of costs ("Qualifying Costs") incurred by Equitrans under the Pipeline Safety Improvement Act of 2002 ("PSIA") and the Commission's Orders on Accounting for Pipeline Assessment Costs in Docket No. AI05-1-000, provided, however, that Qualifying Costs shall not include costs associated with operation and maintenance expenses or capital additions made in the ordinary course of business. The Qualifying Costs recoverable through the PSCT surcharge shall include (i) the return, taxes and depreciation expense associated with invested capital and (ii) the actual operating and maintenance expenses incurred by Equitrans. The PSCT surcharge shall be expressed in dollars per Dth and shall be calculated based on projected throughput under Rate Schedules FTS, STS, ITS and NOFT on a point to point basis. Equitrans shall separately track all expenses and invested capital related to Qualifying Costs made on and after September 1, 2005. Equitrans shall use a fifteen percent (15%) pre-tax return on total invested capital for the purpose of calculating the return component of any PSCT surcharge filings made pursuant to this Section. All issues related to the prudence of cost incurrence, qualification of the claimed costs for recovery under this surcharge mechanism, and calculation of the charges are preserved for protest and resolution in the annual filings to be made under Section 38.2.
- 38.2 Filing of the PSCT. Equitrans shall file the initial PSCT surcharge and all subsequent changes in such surcharge at least thirty (30) days prior to April 1st of each year ("Effective Date"). Equitrans shall include with each PSCT filing an updated Statement of Rates setting forth the PSCT surcharge and work papers detailing the calculation of such surcharge in accordance with this Section 38.
- 38.3 Applicability. The PSCT surcharge shall be assessed on a per dekatherm basis and apply to all receipts by Equitrans, pursuant to Customer nominations and after fuel retainage, under Rate Schedules FTS, STS-1, ITS, and NOFT on a point-to-point basis. Equitrans will not apply the PSCT surcharge to gas nominated under Rate Schedule NOFT to the extent that the volumes have been surcharged under Rate Schedules FTS, STS-1 or ITS.
- 38.4 Calculation of the PSCT Surcharge
- a. Equitrans shall determine the amount of costs to be recovered in its PSCT by calculating its actual level of Qualifying Costs described in Section 38.1 as of each December 31 preceding each Effective Date. The PSCT related gross plant balance as of each December 31st shall be reduced by the corresponding accumulated provisions for depreciation and deferred income taxes to arrive at a PSCT Rate Base. The PSCT Rate Base shall be multiplied by a fifteen percent (15%) pre-tax return on total invested capital to arrive at a PSCT Pre-Tax Return Amount. The PSCT Pre-Tax Return Amount shall be added to PSIA operating, maintenance and depreciation expenses incurred during the previous calendar year.

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First Revised Sheet No. 314 First Revised Sheet No. 314
Superseding: Original Sheet No. 314

GENERAL TERMS AND CONDITIONS (Continued)

- b. The sum of the Qualifying Costs adjusted for any overcollection or undercollection from the prior period shall be divided by the sum of (i) the actual throughput under Rate Schedules FTS, STS-1, and ITS and, adjusted for any known and measurable changes, (ii) any point-to-point throughput under Rate Schedule NOFT, for the 12-month period ending December 31st to derive the PSCT surcharge to become effective on April 1st of the following year.
 - c. Unless no change is proposed to the level of the PSCT surcharge, Equitrans shall file revised Statement of Rates and/or tariff sections on an annual basis to become effective on April 1st of each year for the purpose of recalculating the PSCT surcharge.
- 38.5 Effect of Discounting. With regard to transportation services which are discounted by Equitrans, the PSCT surcharge will be considered as being discounted first, before other items included in the maximum rate levels are impacted.
- 38.6 At the time Equitrans files any new base rate case under Section 4 of the Natural Gas Act, or any time an investigation into Equitrans' base rates is initiated under Section 5 of the Natural Gas Act, all investment, associated depreciation, depreciation expense and deferred income taxes included in the calculation of the surcharge as described in Section 38.4a shall be rolled into base rates. Such rates shall be effective as of the effective date of the rates approved in either of such proceedings. Any historic over or under collections shall be refunded or collected over the following one year period.

GENERAL TERMS AND CONDITIONS (Continued)

39. THIRD-PARTY CAPACITY

Equitrans, from time to time, may contract in its own name to acquire and utilize capacity on a third-party system. Any services provided to Customers using such capacity shall be provided pursuant and subject to the applicable provisions of Equitrans' tariff, including the applicable rates, as on file and in effect from time-to-time. The "shipper must have title" policy is waived to permit Equitrans to utilize such capacity to provide services to its Customers.

40. ELECTRIC POWER COST TRACKER (EPCT)

40.1 Purpose. This Section provides for the recovery of electric power costs incurred by Equitrans for compression of natural gas and company use and operations on its Big Sandy Pipeline (Electric Power Costs). Equitrans shall recover Electric Power Costs, including carrying charges calculated under Section 154.501 or successor provisions of the Commission's regulations, by means of a Transportation EPCT rate. The EPCT rate shall be applicable to shippers on the Equitrans' Big Sandy Pipeline under Rate Schedules FTS and ITS. The EPCT rate will be calculated in accordance with Section 40.3 below.

40.2 EPCT Filings. Annually, or at such other times as Equitrans in its reasonable discretion determines necessary, may adjust the EPCT rate to take into account both prospective changes in Electric Power Costs and unrecovered Electric Power Costs from the proceeding period as described in Section 40.3 below. That adjustment shall be effected by Equitrans making an Electronic Power Cost Tracker filing with the Commission (i) annually on or before July 1 to become effective August 1 (Annual EPCT Filing) and (ii) at such other times as Equitrans in its reasonable discretion determines necessary to become effective 30 days after filing (Periodic EPCT Filing).

40.3 Calculation of EPCT Rate. In each Annual or Periodic filing, Equitrans shall calculate the EPCT Rate using the following methodology:

- (a) Equitrans will estimate Electric Power Costs required for the prospective 12 months ("Prospective Electric Power Costs").
- (b) Equitrans will separately adjust the Prospective Electric Power Costs upward or downward if and to the extent that Equitrans under-recovered or over-recovered Electric Power Costs during the prior 12 month period. Equitrans will determine the existence and amount of such under-recovery or over-recovery by determining the EPCT revenues received from Customers, during the prior 12 month period and subtracting the actual Electric Power Costs incurred by Equitrans during the prior 12 month period. The remaining over recovered or under recovered dollars, if any, will be subtracted from or added to the Prospective Electric Power Costs.
- (c) Equitrans will determine the EPCT rate by dividing the adjusted Prospective Electric Power Costs by the total throughput quantities estimated to flow during the prospective 12 months period.

GENERAL TERMS AND CONDITIONS (Continued)

41. TENNESSEE CAPACITY SURCHARGE TRACKER (TCST)

41.1 Purpose. This Section provides for the recovery of Tennessee Gas Pipeline capacity costs incurred by Equitrans through a Gas Transportation Agreement for use under Tennessee Gas Pipeline Rate Schedule FT-A for the period October 1, 2008 through August 31, 2010 (Transportation Agreement). The firm reservation charges associated with Transportation Agreement (Capacity Costs) shall be recovered by means of this surcharge tracker. The TCST rate shall be applicable to shippers on the Equitrans' Big Sandy Pipeline under Rate Schedules FTS and ITS. The TCST rate will be calculated in accordance with Section 41.4 below.

41.2 Capacity Utilization. Transportation Agreement provides for 82,000 Dth per day of firm transportation service from Glancy Fork, the Equitrans Big Sandy interconnect with Tennessee Gas Pipeline to Dry Creek, an interconnect on Tennessee Gas Pipeline with Texas Eastern Transmission Corporation. The firm capacity on Tennessee for delivery to Dry Creek is available to Big Sandy Shippers on a daily basis. Big Sandy firm shippers have priority over interruptible shippers to nominate to Dry Creek. In the event firm nominations to Dry Creek exceed the 82,000 Dth /day, the Capacity will be allocated based on a percentage of total nominations received. If Dry Creek capacity is available to Interruptible shippers and the nominations exceed available capacity, interruptible capacity will be allocated based on a percentage of total interruptible nominations received. Firm and Interruptible shippers nominating gas to Dry Creek will be responsible for fuel and volumetric charges assessed by Tennessee Gas Pipeline to transport gas to Dry Creek.

41.3 TCST Filings. Annually, or at such other times as Equitrans in its reasonable discretion determines necessary, Equitrans may adjust the TCST rate to take into account both prospective changes in Capacity Costs and unrecovered Capacity Costs from the preceding period as described in Section 41.4 below. That adjustment shall be effected by Equitrans' making a Capacity Cost Tracker filing with the Commission annually on or before September 1 to become effective October 1 (Annual TCST Filing).

Within 90 days prior to the expiration of the Gas Transportation Agreement under Tennessee Gas Pipeline Rate Schedule FTA on August 31, 2010, Equitrans may make a filing to compare projected total revenue collected under the Tennessee Surcharge Tracker to the projected total costs incurred under the Tennessee Agreement and adjust the TCST rates to ensure accurate recovery of the Tennessee capacity costs. Equitrans will stop billing the TCST rates upon full recovery of all costs incurred under the Tennessee Agreement.

41.4 Calculation of TCST Rate. In each Annual or Periodic filing, Equitrans shall calculate the TCST Rate using the following methodology:

- (a) Equitrans will estimate Capacity Costs for the prospective 12 months based on the Equitrans Firm Transportation Agreement FT-A with Tennessee Gas Pipeline ("Prospective Capacity Costs").
- (b) Equitrans will separately adjust the Prospective Capacity Costs upward or downward if and to the extent that Equitrans under-recovered or over-recovered Capacity Costs during the prior 12-month period. Equitrans will determine the existence and amount of such under-recovery or over-recovery by determining the TCST revenues received from Customers, during the prior 12 month period and subtracting the actual Capacity Costs incurred by Equitrans during the prior 12-month period adjusted for any Tennessee capacity release revenues collected by Equitrans under Transportation Agreement during the prior 12-month period. Capacity release revenues will be credited to Big Sandy Firm Shippers only through the TCST reservation charge. The remaining over recovered or under recovered dollars, if any, will be subtracted from or added to the Prospective Capacity Costs.

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FERC Docket: RP10-616-000

First Revised Sheet No. 316A First Revised Sheet No. 316A
Superseding: Original Sheet No. 316A

- (c) Equitrans will determine the TCST rate by dividing the adjusted Prospective Capacity Costs by the actual current Big Sandy reservation units under rate schedule FTS adjusted for projected interruptible throughput quantities estimated to flow during the prospective 12-month period.
- 41.5 Removal of Tennessee Surcharge Tracker. Within 90 days following the expiration of the Gas Transportation Agreement under Tennessee Gas Pipeline Rate Schedule FTA on August 31, 2010, Equitrans will make a filing with the Commission to show the total dollars recovered under the surcharge compared with the total costs incurred under the Tennessee Agreement. If Equitrans is over recovered by more than \$5,000, a one time credit will be issued to Big Sandy Firm shippers based on an allocated portion of each shipper's firm entitlements on the Big Sandy Pipeline. If the surcharge is under recovered by more than \$5,000, a final charge will be assessed to the Big Sandy Firm shippers based on an allocated portion of each shipper's firm entitlements on the Big Sandy Pipeline. Equitrans will also include in this filing revised tariff sections and Statement of Rates to reflect the removal of the Tennessee Surcharge Tracker from its Tariff.

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FERC Docket: RP10-111-001

Substitute Seventh Revised Sheet No. 317 Substitute Seventh Revised Sheet No. 317
Superseding: Seventh Revised Sheet No. 317

GENERAL TERMS AND CONDITIONS (Continued)

42. NON-CONFORMING AGREEMENTS

1. EQT Energy LLC, Exhibit A.A effective August 1, 2009 of Lending and Parking Service Agreement 455 dated July 31, 2009.
2. EQT Energy LLC, Exhibit A.B effective September 1, 2009 of Lending and Parking Service Agreement 455 dated July 31, 2009.
3. Equitable Resources Marketing Company, Interruptible Transportation Service 3 dated September 1, 1993.
4. Brooklyn Union Gas Company, Interruptible Transportation Service 37 dated September 1, 1993.
5. PEPCO Energy Services, Interruptible Transportation Service 388 dated January 1, 2002.
6. Reliant Energy Services, Inc., Interruptible Transportation Service 393 dated May 1, 2002.
7. Riley Natural Gas Company, Interruptible Transportation Service 426 dated March 31, 2006.
8. Snyder Brothers, Inc., Interruptible Transportation Service 431 dated May 1, 2006.
9. Mid American Natural Resources, Inc., Interruptible Transportation Service 437 dated April 1, 2007.
10. Chesapeake Appalachia, LLC, Interruptible Transportation Service 448 dated June 1, 2008.
11. EQT Energy LLC, Exhibit A.C effective October 1, 2009 of Lending and Parking Service Agreement 455 dated July 31, 2009.
12. EQT Energy LLC, Exhibit A.D effective October 1, 2009 of Lending and Parking Service Agreement 455 dated July 31, 2009.
13. EQT Energy LLC, Exhibit A.E effective October 1, 2009 of Lending and Parking Service Agreement 455 dated July 31, 2009.
14. EQT Energy LLC, Exhibit A.A effective October 17, 2009 of Lending and Parking Service Agreement 457 dated September 21, 2009.
15. JP Morgan Venture Energy Corporation, Exhibit A.B effective November 1, 2009 of Lending and Parking Service Agreement 453 dated June 16, 2009.
16. Hess Corporation, Exhibit A effective November 1, 2009 of Firm Transportation Service Agreement EQTR 8181-316 dated October 28, 2009.
17. Hess Corporation, Exhibit A effective December 1, 2009 of Firm Transportation Service Agreement EQTR 8181-316 dated October 28, 2009.
18. Hess Corporation, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR 8181-316 dated October 28, 2009.
19. Hess Corporation, Exhibit A effective March 1, 2010 of Firm Transportation Service Agreement EQTR 8181-316 dated October 28, 2009.
20. EQT Energy LLC, Exhibit A.C effective November 1, 2009 of Lending and Parking Service Agreement 457 dated September 21, 2009.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-348-000

Second Revised Sheet No. 318 Second Revised Sheet No. 318

Superseding: First Revised Sheet No. 318

GENERAL TERMS AND CONDITIONS (Continued)

42. NON-CONFORMING AGREEMENTS (Continued)

21. EQT Energy LLC, Exhibit A.B effective March 1, 2010 of Lending and Parking Service Agreement 457 dated September 21, 2009.
22. EQT Energy LLC, Exhibit A.D effective December 1, 2009 of Lending and Parking Service Agreement 457 dated November 9, 2009.
23. EQT Energy LLC, Exhibit A.E effective December 1, 2009 of Lending and Parking Service Agreement 457 dated November 9, 2009.
24. EQT Energy LLC, Exhibit A.F effective December 1, 2009 of Lending and Parking Service Agreement 457 dated November 10, 2009.
25. EQT Energy LLC, Exhibit A.G effective December 1, 2009 of Lending and Parking Service Agreement 457 dated November 12, 2009.
26. JP Morgan Venture Energy Corporation, Exhibit A effective December 1, 2009 of Lending and Parking Service Agreement 459 dated November 12, 2009.
27. EQT Energy LLC, Exhibit A effective December 1, 2009 of Lending and Parking Service Agreement 460 dated November 19, 2009.
28. EQT Energy LLC, Exhibit A effective December 1, 2009 of Lending and Parking Service Agreement 461 dated November 19, 2009.
29. EQT Energy LLC, Exhibit A effective December 1, 2009 of Lending and Parking Service Agreement 462 dated November 19, 2009.
30. EQT Energy LLC, Exhibit A effective December 1, 2009 of Lending and Parking Service Agreement 463 dated November 24, 2009.
31. EQT Production Company, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR 8255-00001BSP dated December 11, 2009.
32. EQT Production Company, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR 8256-00001BSP dated December 11, 2009.
33. EQT Energy LLC, Exhibit A effective February 1, 2010 of Firm Transportation Service Agreement EQTR 8570-00002BSP dated January 1, 2010.
34. L & B Oil & Gas Inc., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR 8241-00003BSP dated December 16, 2009.
35. L & B Oil & Gas Inc., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR 8242-00003BSP dated December 16, 2009.
36. Clean Gas, Inc., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT 8243-00004BSP dated December 16, 2009.
37. Clean Gas, Inc., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT 8246-00004BSP dated December 16, 2009.
38. Interstate Natural Gas Company, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8247-00005BSP dated December 16, 2009.

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-288-000

Original Sheet No. 319 Original Sheet No. 319

GENERAL TERMS AND CONDITIONS (Continued)

42. NON-CONFORMING AGREEMENTS (Continued)

39. Roberts Production Co., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT 8248-00006BSP dated December 16, 2009.
40. Troublesome Creek Gas Corp., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8249-00007BSP dated December 16, 2009.
41. Troublesome Creek Gas Corp., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8250-00007BSP dated December 16, 2009.
42. Journey Acquisition-II, L.P., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8252-00009BSP dated December 16, 2009.
43. Journey Acquisition-II, L.P., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT8253-00009BSP dated December 16, 2009.
44. Kinzer Business Realty LTD, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT8254-00010BSP dated December 16, 2009.
45. EQT Energy LLC, Exhibit A effective January 1, 2010 of Lending and Parking Service Agreement 464 dated December 22, 2009.

Effective Date: 05/01/2010 Status: Pending
FERC Docket: RP10-654-000

Second Revised Sheet No. 319 Second Revised Sheet No. 319
Superseding: First Revised Sheet No. 319

GENERAL TERMS AND CONDITIONS (Continued)

42. NON-CONFORMING AGREEMENTS (Continued)

39. Roberts Production Co., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT 8248-00006BSP dated December 16, 2009.
40. Troublesome Creek Gas Corp., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8249-00007BSP dated December 16, 2009.
41. Troublesome Creek Gas Corp., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8250-00007BSP dated December 16, 2009.
42. Journey Acquisition-II, L.P., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQTR8252-00009BSP dated December 16, 2009.
43. Journey Acquisition-II, L.P., Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT8253-00009BSP dated December 16, 2009.
44. Kinzer Business Realty LTD, Exhibit A effective January 1, 2010 of Firm Transportation Service Agreement EQT8254-00010BSP dated December 16, 2009.
45. EQT Energy LLC, Exhibit A effective January 1, 2010 of Lending and Parking Service Agreement 464 dated December 22, 2009.
46. Dominion Field Services, Exhibit A effective April 1, 2010 of Interruptible Storage Service Agreement EQTR8891-367 dated March 11, 2010.
47. Hess Corporation, Exhibit A effective April 1, 2010 of Firm Transportation Service Agreement EQTR8891-316 dated March 15, 2010.
48. EQT Energy LLC, Exhibit A effective April 1, 2010 of Firm Transportation Service Agreement EQTR9063-469 dated March 25, 2010.
49. UGI Energy Services, Exhibit A effective April 1, 2010 of Interruptible Storage Service Agreement EQTR8894-432 dated March 9, 2010.
50. Hess Corporation, Exhibit A effective May 1, 2010 of Firm Transportation Service Agreement EQTR 8992-472 dated April 19, 2010.

Effective Date: 01/01/2010 Status: Effective

FERC Docket: RP10-288-000

Sheet Nos. 320 - 399 Sheet Nos. 320 - 399

Sheet Nos. 320 through 399 are Reserved for Future Use

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 400 First Revised Sheet No. 400 : Effective
Superseding: Original Sheet No. 400

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO NO-NOTICE FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE NOFT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Equitrans, L.P., (hereinafter called "Equitrans") and _____, (hereinafter called "Customer").

WHEREAS, Equitrans owns and operates a natural gas transmission system; and

WHEREAS, Customer has need of no-notice transportation services and Equitrans expects to have capacity and capability to provide such no-notice transportation for the duration of this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Equitrans and Customer agree as follows:

ARTICLE I
Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of Equitrans' Rate Schedule NOFT, and the General Terms and Conditions applicable thereto, Equitrans agrees to receive such quantities from Customer (or Customer's account) at the primary Receipt Point(s) designated in Section 2 of Exhibit A, attached hereto, or at the Secondary Receipt Points nominated by Customer for transportation on a firm basis. However, Equitrans shall not be obligated to receive on any day a quantity in excess of the Maximum Daily Quantity ("MDQ") allocated to each Receipt Point as set forth in Section 2 of Exhibit A.

1.2 Equitrans shall deliver and Customer shall cause to be accepted at the primary Delivery Point(s) referenced in Section 3 of Exhibit A or at secondary delivery points nominated by Customer quantities of natural gas, less appropriate reductions, thermally equivalent to the quantity of natural gas received by Equitrans at the Receipt Point(s) for transportation hereunder. However, in no event shall Equitrans be obligated to deliver on any day quantities in excess of the MDQ allocated to each delivery point as set forth on Section 3 of Exhibit A.

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 401 First Revised Sheet No. 401 : Effective
Superseding: Original Sheet No. 401

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO NO-NOTICE FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE NOFT (Continued)

1.3 Upon the request of Customer in accordance with Section 5 of Rate Schedule NOFT, Equitrans will accept receipts of gas from Customer in excess of deliveries, and deliver gas for Customer in excess of receipts, up to the level of the Customer's MDQ.

ARTICLE II

Receipt Point(s) and Delivery Point(s)

2.1 The Receipt Point(s) at which Customer shall cause natural gas to be tendered to Equitrans for transportation hereunder are described in Section 2 of Exhibit A to this Agreement.

2.2 The Delivery Point(s) at which Equitrans shall deliver equivalent quantities of natural gas transported hereunder, after appropriate reductions, are described in Section 3 of Exhibit A to this Agreement.

ARTICLE III

Rate(s), Rate Schedule(s), and General Terms and Conditions

3.1 Customer shall pay Equitrans for services rendered hereunder in accordance with Equitrans' Rate Schedule NOFT, or superseding Rate Schedule(s) on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that Equitrans shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions, and modifications in:

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 402 Original Sheet No. 402 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO NO-NOTICE FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE NOFT (Continued)

- (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto.

Customer shall have the right to protest any such changes before the Commission or other authorities and to exercise any other rights that Customer may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule NOFT, or superseding Rate Schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule filed by Equitrans with the Commission, all of which are by reference made a part hereof. In the event of any conflict between this Agreement and Rate Schedule NOFT, the terms of Rate Schedule NOFT and the General Terms and Conditions shall govern as to the point of conflict.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of the Subpart specified in Part 284 of the Commission's Regulations, as amended from time to time.

4.2 Should the Commission impose by rule or order any terms and conditions upon this Agreement which are not satisfactory to Equitrans and Customer, or either of them, either party upon issuance of said rule or order and notification to the other party may terminate this Agreement.

ARTICLE V

Term

5.1 This Agreement shall become effective pursuant to Section 4 of Exhibit A.

5.2 After this Agreement becomes effective, it shall continue in full force and effect for the period of time stated in Section 4 of Exhibit A.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 403 Original Sheet No. 403 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO NO-NOTICE FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE NOFT (Continued)

ARTICLE VI
Operational Flow Orders

6.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as Customer's agent under operational flow orders applicable to this Service Agreement to deal directly with Customer's suppliers, operators or upstream transporters as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE VII
Cancellation of Prior Contracts

7.1 When this Agreement becomes effective, it supersedes and cancels the contracts, if any, enumerated in Section 5 of Exhibit A between the parties hereto for the transportation of natural gas by Equitrans for Customer.

ARTICLE VIII
Notices

8.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE IX
Payment

9.1 Payments to Equitrans for services rendered hereunder shall be made in accordance with Section 13 of the General Terms and Conditions incorporated by reference in Rate Schedule NOFT.

ARTICLE X
Miscellaneous

10.1 Equitrans and Customer expressly agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement and of the General Terms and Conditions incorporated by reference in Rate Schedule NOFT.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 404 First Revised Sheet No. 404
Superseding: Original Sheet No. 404

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO NO-NOTICE FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE NOFT (Continued)

10.2 Exhibit A attached to this Agreement, is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A, or any portion thereof, by mutual agreement, which amendments shall be reflected in a revised Exhibit A or a revised Section of Exhibit A, and shall be incorporated by reference as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST: EQUITRANS, L.P.
By _____ (Date) By _____ (Date)
Title _____ Title _____

ATTEST: CUSTOMER:
By _____ (Date) By _____ (Date)
Title _____ Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 405 Second Revised Sheet No. 405
Superseding: First Revised Sheet No. 405

EXHIBIT A
To the
NO-NOTICE TRANSPORTATION SERVICE AGREEMENT _____
Dated _____
Between EQUITRANS, L.P.
and

Section 1 The Parties

The Transporter is: Equitrans, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Attention: Gas Transportation Department
Phone: (412) 395-3219
Facsimile: (412) 395-3347
Internet Site: www.equitrans.com

The Customer is: _____
Address: _____

Phone: _____
Facsimile: _____
E-Mail Address: _____

Maximum Daily Quantity : _____ DTH

Retainage Factor applied to total transport quantities as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff. Gathering Retainage Factor is applied to gas receipts or deliveries to or from points on Equitrans' gathering system as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

Section 2 Receipt Point(s)

Primary Receipt Point(s) and Effective Date(s) MDQ Allocation

Secondary Receipt Point(s)

Customer may nominate service up to its MDQ on a secondary, capacity-available basis at any receipt points on the Equitrans system. Service at a secondary point will be scheduled in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

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FERC Docket: RP10-616-000

First Revised Sheet No. 406 First Revised Sheet No. 406
Superseding: Original Sheet No. 406

EXHIBIT A (Continued)

* Receipt point MDQ's do not include quantities required for retainage.

A. Effective Date: _____

B. Supersedes Section 2, Exhibit A Effective: _____

Section 3 Delivery Point(s)

Primary Delivery Point(s) and Effective Date(s) MDQ Allocation

Secondary Delivery Point(s)

Customer may nominate service up to its MDQ on a secondary, capacity-available basis at any delivery points on the Equitrans system. Service at a secondary point will be scheduled in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

A. Effective Date: _____

B. Supersedes Section 3, Exhibit A Effective: _____

Section 4 Term

This Agreement is effective _____ and continues in effect for a primary period of ____ year(s) and thereafter yearly subject to a six (6) months written cancellation notice by either party.

Section 5 Special Provisions

(This Section to be utilized only when applicable.)

This Exhibit A shall supersede the prior Exhibit A which had an effective date of _____.

CUSTOMER:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

* To be completed by Equitrans, L.P.

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 407 First Revised Sheet No. 407 : Effective
Superseding: Original Sheet No. 407

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between EQUITRANS, L.P. (hereinafter referred to as "Equitrans") and _____, (hereinafter referred to as "CUSTOMER").

WHEREAS, Equitrans owns and operates a natural gas transmission system; and

WHEREAS, Customer has need of transportation services and Equitrans expects to have capacity to provide such transportation for the duration of this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Equitrans and Customer agree as follows:

ARTICLE I
Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of Equitrans' Rate Schedule FTS, and the General Terms and Conditions applicable thereto, Equitrans agrees to receive such quantities from Customer (or Customer's account) at the primary Receipt Point(s) designated in Section 2 of Exhibit A, attached hereto, or at the Secondary Receipt Points nominated by Customer for transportation on a firm basis. However, Equitrans shall not be obligated to receive on any day a quantity in excess of the Maximum Daily Quantity ("MDQ") allocated to each Receipt Point as set forth in Section 2 of Exhibit A.

1.2 Equitrans shall deliver and Customer shall cause to be accepted at the primary Delivery Point(s) referenced in Section 3 of Exhibit A or at secondary delivery points nominated by Customer quantities of natural gas, less appropriate reductions, thermally equivalent to the quantity of natural gas received by Equitrans at the Receipt Point(s) for transportation hereunder. However, in no event shall Equitrans be obligated to deliver on any day quantities in excess of the MDQ allocated to each delivery point as set forth on Section 3 of Exhibit A.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 408 Original Sheet No. 408 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS (Continued)

1.3 Equitrans may, if tendered by Customer, transport daily quantities in excess of MDQ amounts specified in Exhibit A, if it can do so without affecting its operations or its ability to meet all other obligations.

ARTICLE II
Receipt Point(s) and Delivery Point(s)

2.1 The Receipt Point(s) at which Customer shall cause natural gas to be tendered to Equitrans for transportation hereunder are described in Section 2 of Exhibit A to this Agreement.

2.2 The Delivery Point(s) at which Equitrans shall deliver equivalent quantities of natural gas transported hereunder, after appropriate reductions, are described in Section 3 of Exhibit A to this Agreement.

ARTICLE III
Rate(s), Rate Schedule(s), and General Terms and Conditions

3.1 Customer shall pay Equitrans for services rendered hereunder in accordance with Equitrans' Rate Schedule FTS, or superseding Rate Schedule(s) on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that Equitrans shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions, and modifications in:

- (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

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FERC Docket: RP00-225-000

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Superseding: Original Sheet No. 409

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS (Continued)

Customer shall have the right to protest any such changes before the Commission or other authorities and to exercise any other rights that Customer may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule FTS, or superseding Rate Schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule filed by Equitrans with the Commission, all of which are by reference made a part hereof. In the event of any conflict between this agreement and Rate Schedule FTS, Rate Schedule FTS shall govern as to the point of conflict.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of the Subpart specified in Section 5 of Exhibit A of Part 284 of the Commission's Regulations, as amended from time to time.

4.2 Should the Commission impose by rule or order any terms and conditions upon this Agreement which are not satisfactory to Equitrans and Customer, or either of them, either party upon issuance of said rule or order and notification to the other party may terminate this Agreement.

ARTICLE V

Term

5.1 This Agreement shall become effective pursuant to Section 4 of Exhibit A.

5.2 After this Agreement becomes effective, it shall continue in full force and effect for the period of time stated in Section 4 of Exhibit A.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 410 Original Sheet No. 410 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS (Continued)

ARTICLE VI
Operational Flow Orders

6.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as Customer's agent under operational flow orders applicable to this Service Agreement to deal directly with Customer's suppliers, operators or upstream transporters to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE VII
Cancellation of Prior Contracts

7.1 When this Agreement becomes effective, it supersedes and cancels the contracts, if any, enumerated in Section 5 of Exhibit A between the parties hereto for the transportation of natural gas by Equitrans for Customer.

ARTICLE VIII
Notices

8.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE IX
Payment

9.1 Payments to Equitrans for services rendered hereunder shall be made in accordance with Section 13 of the General Terms and Conditions incorporated by reference in Rate Schedule FTS.

ARTICLE X
Miscellaneous

10.1 Equitrans and Customer expressly agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction,

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First Revised Sheet No. 411 First Revised Sheet No. 411
Superseding: Original Sheet No. 411

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION
SERVICE UNDER RATE SCHEDULE FTS (Continued)

interpretation, and effect of this Agreement and of the General Terms and Conditions incorporated by reference in Rate Schedule FTS.

10.2 Exhibit A attached to this Agreement, is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A, or any portion thereof, by mutual agreement, which amendments shall be reflected in a revised Exhibit A or a revised Section of Exhibit A, and shall be incorporated by reference as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

ATTEST: CUSTOMER:
By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 412 Second Revised Sheet No. 412
Superseding: First Revised Sheet No. 412

EXHIBIT A
To the
FIRM TRANSPORTATION SERVICE AGREEMENT _____
Dated _____
Between EQUITRANS, L.P.
and

Section 1 The Parties

The Transporter is: Equitrans, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Attention: Gas Transportation Department
Phone: (412) 395-3219
Facsimile: (412) 395-3347
Internet Site: www.equitrans.com

The Customer is: _____
Address: _____

Phone: _____
Facsimile: _____
E-Mail Address: _____

Maximum Daily Quantity to be transported: _____ Dth

Transportation Retainage Factor applied to total transport quantities as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff. Gathering Retainage Factor is applied to gas receipts or deliveries to or from points on Equitrans' gathering system as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

Section 2 Receipt Point(s)*

Primary Receipt Point(s) and Effective Date(s) MDQ Allocation

Secondary Receipt Point(s)

Customer may nominate service up to its MDQ on a secondary, capacity-available basis at any receipt points on the Equitrans system. Service at a secondary point will be scheduled in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

Effective Date: 06/06/2010 Status: Effective
FERC Docket: RP10-722-000

First Revised Sheet No. 413 First Revised Sheet No. 413
Superseding: Original Sheet No. 413

EXHIBIT A (continued)

* Receipt point MDQ's do not include quantities required for retainage.

A. Effective Date: _____

B. Supersedes Section 2, Exhibit A Effective: _____

Section 3 Delivery Point(s)

Primary Delivery Point(s) and Effective Date(s) MDQ Allocation

Secondary Delivery Point(s)

Customer may nominate service up to its MDQ on a secondary, capacity-available basis at any delivery points on the Equitrans system. Service at a secondary point will be scheduled in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

A. Effective Date: _____

B. Supersedes Section 3, Exhibit A Effective: _____

Section 4 Term

This Agreement is effective _____ and continues in effect for a primary period of ____ [months(s)/year(s)] and thereafter _____ [insert either "does not renew" or the renewal term]. [Insert following sentence if parties elect a renewal term] This agreement may be terminated by either party by giving _____ [day(s)/month(s)] written notice.

Section 5 Special Provisions

(This Section to be utilized only when applicable.)

This Exhibit A shall supersede the prior Exhibit A which had an effective date of _____.

CUSTOMER: EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

* To be completed by Equitrans, L.P.

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 414 First Revised Sheet No. 414 : Effective
Superseding: Original Sheet No. 414

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between EQUITRANS, L.P., (hereinafter referred to as "Equitrans") and _____ (hereinafter referred to as "Customer").

WHEREAS, Equitrans owns and operates a natural gas transmission system; and

WHEREAS, Customer has need of transportation services and Equitrans expects to have capacity to provide such transportation for the duration of this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Equitrans and Customer agree as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of Equitrans' Rate Schedule ITS, Equitrans agrees to accept such quantities of natural gas as Customer may cause to be tendered to Equitrans at the Receipt Point(s) nominated by Customer on any day during the term of this Agreement; provided, however, that Equitrans shall only be obligated to accept on any day for transportation hereunder that quantity of natural gas which Equitrans determines, in its sole discretion, it has available capacity to receive, transport, and deliver; and provided, further, that in no event shall Equitrans be obligated to accept on any day in excess of the Maximum Daily Quantity ("MDQ") at the points of receipt nominated by Customer.

1.2 If on any day Equitrans should determine that the remaining transportation capacity of its facilities, after Equitrans has satisfied the requirements of its existing transportation Customers with superior rights

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 415 Original Sheet No. 415 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS (Continued)

to transportation capacity, is insufficient to transport all quantities of natural gas tendered for transportation under this Agreement and for other Customer under similar transportation agreements entitled to similar transportation services, Equitrans shall allocate the available transportation capacity on the basis set forth in Sections 6.9 and 8.4 of the General Terms and Conditions incorporated by reference in Rate Schedule ITS.

1.3 In accordance with the General Terms and Conditions incorporated by reference in Rate Schedule ITS, Equitrans shall deliver and Customer shall accept at the Delivery Point(s) nominated by Customer quantities of natural gas, on a monthly basis less appropriate reductions, a thermally equivalent quantity of natural gas received by Equitrans at the Receipt Point(s) for transportation hereunder; provided, however, that in no event shall Equitrans be obligated to deliver on any day in excess of the MDQ for each point of delivery set forth in Exhibit A.

1.4 Equitrans may if tendered by Customer transport daily quantities in excess of the MDQ amounts specified in Exhibit A if it can do so without affecting Equitrans' operations or its ability to meet all other obligations.

ARTICLE II

Receipt Point(s) and Delivery Point(s)

2.1 The Receipt Point(s) at which Customer shall cause natural gas to be tendered to Equitrans for transportation hereunder shall be nominated by Customer in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

2.2 The Delivery Point(s) at which Equitrans shall deliver thermally equivalent quantities of natural gas transported hereunder, after appropriate reductions, shall be nominated by Customer in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 416 Original Sheet No. 416 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS (Continued)

ARTICLE III

Rate(s), Rate Schedule(s), and General Terms and Conditions

3.1 Customer shall pay Equitrans for services rendered hereunder in accordance with Equitrans' Rate Schedule ITS, or superseding Rate Schedule(s) on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that Equitrans shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions, and modifications in:

- (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

Customer shall have the right to protest any such changes before the Commission or other authorities and to exercise any other rights that Customer may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule ITS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule filed by Equitrans with the Commission, all of which are by reference made a part hereof.

ARTICLE IV
Regulatory Requirements

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 417 Original Sheet No. 417 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS (Continued)

4.2 Should the Commission impose by rule or order any terms and conditions upon this Agreement which are not satisfactory to Equitrans and Customer, or either of them, either party upon issuance of said rule or order and notification to the other party may terminate this Agreement.

ARTICLE V
Term

5.1 This Agreement shall become effective pursuant to Section 4 of Exhibit A.

5.2 After this Agreement becomes effective, it shall continue in full force and effect for the period of time stated in Section 4 of Exhibit A.

ARTICLE VI
Operational Flow Orders

6.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as Customer's agent under operational flow orders applicable to this Service Agreement to deal directly with Customer's suppliers, operators or upstream transporters to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE VII
Cancellation of Prior Contracts

7.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the contracts, if any, enumerated in Section 5 of Exhibit A, between the parties hereto for the transportation of natural gas by Equitrans for Customer.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 418 First Revised Sheet No. 418
Superseding: Original Sheet No. 418

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS (Continued)

ARTICLE VIII
Notices

8.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE IX
Payment

9.1 Payments to Equitrans for services rendered hereunder shall be made in accordance with Section 13 of the General Terms and Conditions incorporated by reference in Rate Schedule ITS.

ARTICLE X
Miscellaneous

10.1 Equitrans and Customer expressly agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement and of the General Terms and Conditions incorporated by reference in Rate Schedule ITS.

10.2 Exhibit A attached to this Agreement, is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A, or any portion thereof, by mutual agreement, which amendments shall be reflected in a revised Exhibit A or a revised Section of Exhibit A, and shall be incorporated by reference as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 419 Original Sheet No. 419 : Effective

TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER RATE SCHEDULE ITS (Continued)

ATTEST:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

ATTEST:

CUSTOMER:

By _____
(Date)

By _____
(Date)

Title _____

Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 420 Second Revised Sheet No. 420
Superseding: First Revised Sheet No. 420

EXHIBIT A
To the
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT _____
Dated _____
Between EQUITRANS, L.P.
and

Section 1 The Parties

The Transporter is: Equitrans, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Attention: Gas Transportation Department
Phone: (412) 395-3219
Facsimile: (412) 395-3347
Internet Site: www.equitrans.com

The Customer is: _____
Address: _____

Phone: _____
Facsimile: _____
E-Mail Address: _____

Maximum Daily Quantity to be transported: _____ DTH

Transportation Retainage Factor applied to total transport quantities as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff. Gathering Retainage Factor is applied to gas receipts or deliveries to or from points on Equitrans' gathering system as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

Section 2 Receipt Point(s)

Customer shall nominate receipt points from Equitrans' Master Receipt Point Index in accordance with Sections 7.4, 8.1 and 8.2 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

Section 3 Delivery Point(s)

Customer shall nominate delivery points from Equitrans' Master Delivery Point Index in accordance with Sections 7.4, 8.1 and 8.2 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 421 Original Sheet No. 421 : Effective

EXHIBIT A (Continued)

Section 4 Term

Effective Date of this Agreement*: _____

Date Effective Period Ends: One year from the effective date of this Agreement, then evergreen.

Section 5 Special Provisions

(This Section to be utilized only when applicable.)

CUSTOMER:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

* To be completed by Equitrans, L.P.

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-000

First Revised Sheet No. 421A First Revised Sheet No. 421A : Effective
Superseding: Original Sheet No. 421A

Sheet No. 421A is Reserved for Future Use

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-000

First Revised Sheet No. 421B First Revised Sheet No. 421B : Effective
Superseding: Original Sheet No. 421B

Sheet No. 421B is Reserved for Future Use

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP05-164-000

First Revised Sheet No. 421C First Revised Sheet No. 421C : Effective
Superseding: Original Sheet No. 421C

Sheet No. 421C is Reserved for Future Use

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP05-164-000

First Revised Sheet No. 421D First Revised Sheet No. 421D : Effective
Superseding: Original Sheet No. 421D

Sheet No. 421D is Reserved For Future Use

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-000

First Revised Sheet No. 421E First Revised Sheet No. 421E : Effective
Superseding: Original Sheet No. 421E

Sheet No. 421E is Reserved for Future Use

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP05-164-000

First Revised Sheet No. 421F First Revised Sheet No. 421F : Effective
Superseding: Original Sheet No. 421F

Sheet No. 421F is Reserved for Future Use.

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-005

Substitute Second Revised Sheet No. 422 Substitute Second Revised Sheet No. 422 : Effective
Superseding: First Revised Sheet No. 422

AGS SERVICE AGREEMENT
APPLICABLE TO APPALACHIAN GATHERING
SERVICE UNDER RATE SCHEDULE AGS

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by and between Equitrans, L.P., (hereinafter called "Equitrans") and
_____, (hereinafter called "Customer").

IN CONSIDERATION of the mutual covenants herein contained and other
good and valuable consideration, the parties hereto agree as follow:

ARTICLE I
Service to be Rendered

1.1 Equitrans shall perform and Customer shall receive service
in accordance with the provisions of the effective AGS Rate Schedule and
applicable General Terms and Conditions of Equitrans' FERC Gas Tariff,
on file with the Federal Energy Regulatory Commission ("Commission"),
as the same may be amended or superseded in accordance with the rules and
regulations of the Commission. The maximum obligation of Equitrans, to
receive gas at multiple Appalachian receipt points and deliver such quantities
into the Gathering Aggregation Points maintained by the Customer on an
interruptible basis, is specified in Appendix A, as the same may be amended
from time to time by agreement between Equitrans and the Customer, or in
accordance with the rules and regulations of the Commission.

ARTICLE II
Term

2.1 This Agreement shall become effective pursuant to Section 4 of
Exhibit A.

ARTICLE III
Rates

3.1 Customer shall pay Equitrans any charges and furnish any
retainage as may be described in the above-referenced Rate Schedule, unless
otherwise agreed to by the parties in writing and specified as an amendment to
this Service Agreement.

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-000

First Revised Sheet No. 423 First Revised Sheet No. 423 : Effective
Superseding: Original Sheet No. 423

AGS SERVICE AGREEMENT
APPLICABLE TO APPALACHIAN GATHERING
SERVICE UNDER RATE SCHEDULE AGS (Continued)

ARTICLE IV
Notices

4.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE V
Superseded Agreements

5.1 This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: _____.

IN WITNESS WHERE OF, the parties have caused this agreement in two originals as of the day indicated above.

ATTEST: EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

ATTEST:

CUSTOMER:

By _____
(Date)

By _____
(Date)

Title _____

Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Third Revised Sheet No. 424 Third Revised Sheet No. 424
Superseding: Substitute Second Revised Sheet No. 424

EXHIBIT A
To the
AGS SERVICE AGREEMENT _____
Dated _____

Between EQUITRANS, L.P.
and
Customer _____

Section 1 The Parties

The Pipeline is: Equitrans, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Attention: Transportation Department
Phone: (412) 395-3219
Facsimile: (412) 395-3347

The Customer is:

Gathering Quantity: _____ Dth

Identification: _____

Section 2 Receipt Point(s)

Receipt Point(s) MDQ

A. Effective Date*: _____

B. Amends Section 2, Exhibit A Effective: _____

Section 3 Gathering Aggregation Point(s)

Point Number	Point(s) Description	GQ
_____	_____	_____
_____	_____	_____

A. Effective Date*: _____

B. Amends Section 3, Exhibit A Effective: _____

The Gathering Aggregation Point(s) as defined in Equitrans' Tariff under this Rate Schedule are incorporated herein by reference.

Section 4 Term

Service under this Agreement shall commence _____ and shall continue in full force and effect until _____ and thereafter monthly subject to a thirty (30) day written cancellation notice by either party.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 425 First Revised Sheet No. 425
Superseding: Original Sheet No. 425

EXHIBIT A (continued)

Section 5 Special Provisions

(This Section to be utilized only when applicable.)

CUSTOMER:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

* To be completed by Equitrans, L.P.

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP05-164-006

Second Revised Sheet No. 426 Second Revised Sheet No. 426 : Effective
Superseding: First Revised Sheet No. 426

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO FIRM PART 284 STORAGE SERVICE
UNDER RATE SCHEDULES 115SS AND 60SS

THIS AGREEMENT is made and entered this _____ day of _____,
20____ by and between Equitrans, L.P. (hereinafter referred to as
"Equitrans") and _____ (hereinafter referred to as
"Customer").

WHEREAS, Equitrans has undertaken to provide firm storage services
under Part 284 of the Federal Energy Regulatory Commission's Regulations;

WHEREAS, Customer has requested storage service on a firm basis
pursuant to Rate Schedule _____ (fill in 115SS or 60SS)
in compliance with Section 6 of the General Terms and Conditions of
Equitrans' FERC Gas Tariff; and

WHEREAS, Equitrans is willing to render firm storage service to
Customer pursuant to the provisions of Rate Schedule _____ (fill
in 115SS or 60SS), this Agreement, and Part 284 of the
Commission's Regulations.

WHEREAS, Customer agrees to arrange for transportation on the Equitrans
system in order to receive and deliver gas to and from storage.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I.
Service to be Rendered

1.1 Subject to the provisions of this Agreement and of Rate Schedule
_____ (fill in 115SS or 60SS), Equitrans agrees to receive
from Customer under a Rate Schedule FTS, NOFT or ITS service agreement and
inject into storage, on a daily basis, a quantity of gas up to the Maximum
Daily Injection Quantity (MDIQ) as designated on Exhibit A. Customer has
the right to maintain in Equitrans' storage reservoirs under the terms of
this Agreement an aggregate quantity of up to the Total Annual Storage
Quantity (TASQ) specified in Exhibit A. Equitrans agrees to withdraw from
storage on a firm basis and redeliver to Customer for transportation under a
Rate Schedule FTS, NOFT, or ITS service agreement on a daily basis, a
quantity of gas up to the Maximum Daily Withdrawal Quantity (MDWQ) specified
in Exhibit A.

1.2 Injections of gas into storage shall be permitted on a firm basis
between April 1 and October 31 each year. Customer is required to inject

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Fourth Revised Sheet No. 427 Fourth Revised Sheet No. 427
Superseding: Third Revised Sheet No. 427

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO FIRM PART 284 STORAGE SERVICE
UNDER RATE SCHEDULES 115SS AND 60SS (Continued)

ninety-seven percent (97%) of its TASQ, as defined in Exhibit A, into storage on or before October 31, in accordance with Section 5 of Rate Schedule _____.

1.3 Injections of gas into storage will be reduced by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff which shall be applied to the total quantity of gas provided for injection.

1.4 Withdrawal of gas from storage shall be permitted between November 1 and March 31 each year. Customer is required to withdraw from storage a minimum of seventy-five percent (75%) of its TASQ on or before March 31.

ARTICLE II.
Rate, Rate Schedule, and Conditions of Service

2.1 Customer shall pay Equitrans each month for all services rendered hereunder the then effective applicable rates and charges under Equitrans' Rate Schedule _____ (fill in 115SS or 60SS) as may be hereafter revised or supplemented. Customer agrees that Equitrans has the right to file with the FERC or other appropriate regulatory body and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the Rate Schedules under which service is rendered, or (c) any provision of the General Terms and Conditions of Equitrans' FERC Gas Tariff incorporated by reference in such Rate Schedules; provided that Customer shall have the right to protest any such changes.

2.2 This Agreement in all respects is subject to the provisions of the General Terms and Conditions and to Rate Schedule _____ (fill in 115SS or 60SS). In the event of any conflict between this Agreement and Rate Schedule _____ (fill in 115SS or 60SS) or the General Terms and Conditions incorporated

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP05-164-006

First Revised Sheet No. 428 First Revised Sheet No. 428 : Effective
Superseding: Original Sheet No. 428

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO FIRM PART 284 STORAGE SERVICE
UNDER RATE SCHEDULES 115SS AND 60SS (Continued)

therein; the terms of the Rate Schedule or Terms and Conditions shall govern.

ARTICLE III.

Term

3.1 This Agreement shall become effective on _____ 20____,
and shall continue in full force and effect until _____.

3.2 Should either party subsequent to _____ wish to terminate the Agreement it shall give written notice to the other party no later than twelve (12) months prior to the end of the then current storage year that it does not elect to renew this Agreement.

3.3 This Agreement may be suspended or terminated by Equitrans in the event Customer fails to pay all of the amount of any invoice rendered by Equitrans hereunder when due, provided that Equitrans shall give Customer and FERC thirty (30) days notice prior to any suspension or termination of service. Suspension or termination of service shall not excuse Customer's obligation to pay all demand and other charges for the term of the Agreement, and shall not limit Equitrans' legal remedies to collect such money owed.

3.4 In event there is gas in storage for Customer's account on March 31 of the year of termination of this Agreement, this Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Customer for an additional sixty (60) days.

ARTICLE IV.

Notices

4.1 Unless otherwise agreed in writing, any notice request, demand, statement or invoice respecting this Agreement shall be in writing and deemed given when placed in the regular mail, postage prepaid, and address to the other party, or sent by overnight delivery, or by facsimile, at the following addresses or facsimile numbers, respectively.

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP05-164-006

Second Revised Sheet No. 429 Second Revised Sheet No. 429 : Effective
Superseding: First Revised Sheet No. 429

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO FIRM PART 284 STORAGE SERVICE
UNDER RATE SCHEDULES 115SS AND 60SS (Continued)

Equitrans: Equitrans, L.P.
225 North Shore Drive
Pittsburgh, PA 15212-5861
Attention: Transportation Department
Phone: (412) 231-4888
Facsimile (412) 395-3347

Customer: _____

ARTICLE V.
Operational Flow Orders

5.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as the Customer's agent under an operational flow order applicable to this Service Agreement to deal directly with Customer's suppliers or operators, as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE VI
Payment

6.1 Payments to Equitrans for services rendered hereunder shall be made in accordance with Section 13 of the General Terms and Conditions incorporated by reference in Rate Schedule _____ (fill in 115SS or 60SS).

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP05-164-006

First Revised Sheet No. 430 First Revised Sheet No. 430 : Effective
Superseding: Original Sheet No. 430

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO FIRM PART 284 STORAGE SERVICE
UNDER RATE SCHEDULES 115SS AND 60SS (Continued)

ARTICLE VII
Miscellaneous

7.1 The interpretation and performance of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

7.2 As of the effective date of execution of Exhibit A attached to this Agreement, such exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A by mutual agreement, which amendment shall be reflected in a revised Exhibit A which shall be incorporated by reference as part of this agreement.

7.3 Other than as specifically set forth herein, Equitrans makes no other warranties expressed or implied.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date written above.

ATTEST: Equitrans, L.P.

_____ By _____

ATTEST: [CUSTOMER]

_____ By _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 431 First Revised Sheet No. 431
Superseding: Original Sheet No. 431

EXHIBIT A
PART 284 TO
FIRM STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE _____

DATED _____

BETWEEN EQUITRANS, L.P. AND

Total Annual Storage Quantity: _____ Dth

Maximum Daily Injection Quantity: _____ Dth

Maximum Daily Withdrawal Quantity: _____ Dth

Retainage Factor Applied to Storage Injection As Set Forth on
Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

Storage Receipt Points: _____

Storage Delivery Points: _____

Effective Date of Exhibit A: _____

Supersedes Exhibit A of _____

CUSTOMER: Equitrans, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 432 First Revised Sheet No. 432 : Effective
Superseding: Original Sheet No. 432

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE PART 284 STORAGE
UNDER RATE SCHEDULES INSS

THIS AGREEMENT is made and entered this _____ day of _____,
20__ by and between Equitrans, L.P. (hereinafter referred to as
"Equitrans") and _____ (hereinafter referred to as
"Customer").

WHEREAS, Customer has requested storage service on an interruptible
basis pursuant to Rate Schedule INSS in compliance with Section 6 of the
General Terms and Conditions of Equitrans' FERC Gas Tariff; and

WHEREAS, Equitrans is willing to render interruptible storage service
to Customer pursuant to the provisions of Rate Schedule INSS, this
Agreement, and Part 284 of the Commission's Regulations.

WHEREAS, Customer agrees to arrange for transportation on the Equitrans
system in order to receive and deliver gas to and from storage.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I.

Service to be Rendered

1.1 Subject to the provisions of this Agreement and of Rate Schedule
INSS, Equitrans agrees to receive from Customer under a Rate Schedule FTS,
NOFT or ITS Service Agreement and inject into storage for Customers account,
store, withdraw from storage and redeliver to Customer for transportation
under a Rate Schedule FTS, NOFT, or ITS Service Agreement quantities of
natural gas up to the Maximum Storage Quantity specified in Exhibit A.

1.2 It is recognized that the storage service hereunder is provided
on an interruptible basis pursuant to, in accordance with, and subject to
the provisions of Equitrans' Rate Schedule INSS, and the General Terms and
Conditions, thereto, which are contained in Equitrans' FERC Gas Tariff, and
which are hereby incorporated by reference. In the event of any conflict
between this Agreement and Rate Schedule INSS or the General Terms and
Conditions, the terms of the Rate Schedule or General Terms and Conditions
shall govern.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 433 Second Revised Sheet No. 433
Superseding: First Revised Sheet No. 433

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE PART 284 STORAGE
UNDER RATE SCHEDULES INSS (Continued)

1.3 Customer shall be entitled to inject or withdraw gas on any day on an interruptible basis up to the level of the variance between the Customer's MSQ and its level of storage inventory on that day. Customer is permitted to inject gas, maintain gas in storage, and withdraw gas hereunder on a year round basis. Equitrans shall only be obligated to inject gas, maintain gas in storage, or withdraw gas when and to the extent that Equitrans determines that such injection, withdrawals, or storage inventory level does not interfere with system operations or with Equitrans' ability to satisfy higher priority service obligations.

1.4 Injections of gas into storage will be reduced by the Storage Loss Retainage Factor as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff which applied to the total quantity of gas provided for injection.

ARTICLE II.

Rate, Rate Schedule, and Conditions of Service

2.1 Customer shall pay Equitrans each month for all services rendered hereunder the then effective applicable rates and charges under Equitrans' Rate Schedule INSS as may be hereafter revised or supplemented. Customer agrees that Equitrans has the right to file with the FERC or other appropriate regulatory body and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the Rate Schedules under which service is rendered, or (c) any provision of the General Terms and Conditions of Equitrans' FERC Gas Tariff incorporated by reference in such rate schedules; provided that Customer shall have the right to protest any such changes.

2.2 Customer is requested to schedule the injections and withdrawals of gas in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff. If nominations for service under this Rate Schedule exceed on any day Equitrans' ability to provide such service in conjunction with other nominated services, Equitrans will interrupt requested service hereunder in accordance with the priorities established in Section 6.9 and 8.4 of the General Terms and Conditions.

ARTICLE III.

Term

3.1 This Agreement shall become effective on _____ 20____, and shall continue in full force and effect until _____.

3.2 This Agreement may be suspended or terminated by Equitrans in the event Customer fails to pay all of the amount of any invoice rendered by

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 434 First Revised Sheet No. 434 : Effective
Superseding: Original Sheet No. 434

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE PART 284 STORAGE
UNDER RATE SCHEDULES INSS (Continued)

Equitrans hereunder when due, provided that Equitrans shall give Customer and FERC thirty (30) days notice prior to any suspension or termination of service. Suspension or termination of service shall not excuse Customers obligation to pay all demand and other charges for the term of the Agreement, and shall not limit Equitrans' legal remedies to collect such money owed.

ARTICLE IV.
Notices

4.1 Unless otherwise agreed in writing, any notice request, demand, statement or invoice respecting this Agreement shall be in writing and deemed given when placed in the regular mail, postage prepaid, and addressed to the other party, or sent by overnight delivery, or by facsimile, at the following addresses or facsimile number, respectively:

Equitrans: Equitrans, L.P.
100 Allegheny Center Mall
Pittsburgh, PA 15212-5331
Attention: Transportation Department
Phone: (412) 231-4888
Facsimile: (412) 395-3347

Customer: _____

ARTICLE V.
Operational Flow Orders

5.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as Customer's agent under an operational flow order applicable to this Service Agreement to deal directly with Customer's suppliers or operators, as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 435 Original Sheet No. 435 : Effective

FORM OF STORAGE SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE PART 284 STORAGE
UNDER RATE SCHEDULES INSS (Continued)

ARTICLE VI.
Miscellaneous

6.1 The interpretation and performance of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.2 As of the effective date of execution of Exhibit A attached is this Agreement. Such exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A by mutual agreement, which amendment shall be reflected in a revised Exhibit A which shall be incorporated by reference as part of this Agreement.

6.3 Other than as specifically set forth herein, Equitrans makes no other warranties expressed or implied.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date written above.

ATTEST: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

ATTEST: CUSTOMER:

By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 06/06/2010 Status: Effective
FERC Docket: RP10-722-000

Second Revised Sheet No. 436 Second Revised Sheet No. 436
Superseding: First Revised Sheet No. 436

EXHIBIT A
to
INTERRUPTIBLE PART 284 STORAGE SERVICE AGREEMENT

UNDER RATE SCHEDULE INSS

Dated _____

Between Equitrans, L.P. AND

Maximum Storage Quantity: _____ Dth

Retainage Factor Applied to Storage Injection As Set Forth on
Storage of Retainage Factors of Equitrans' FERC Gas Tariff.

Storage Receipt Points: _____ MDQ

Storage Delivery Points: _____ MDQ

Effective Date of Exhibit A: _____

Supersedes Exhibit A of: _____

CUSTOMER: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

Second Revised Sheet No. 437 Second Revised Sheet No. 437 : Effective
Superseding: First Revised Sheet No. 437

FORM OF LENDING AND PARKING SERVICE AGREEMENT
UNDER RATE SCHEDULE LPS

THIS AGREEMENT is made and entered this _____ day of _____,
20____ by and between Equitrans, L.P. (hereinafter referred to as
"Equitrans") and _____ (hereinafter referred to as
"Customer").

WHEREAS, Customer has requested lending or parking service on a
interruptible basis pursuant to Rate Schedule LPS in compliance with Section 6
of the General Terms and Conditions of Equitrans' FERC Gas Tariff; and

WHEREAS, Equitrans is willing to lend or park natural gas for Customer
pursuant to the provisions of Rate Schedule LPS, this Agreement, and
Part 284 of the Commission's Regulations.

WHEREAS, Customer agrees to arrange for transportation
in order to receive and deliver gas to and from the lending or parking
point(s).

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I.

Service to be Rendered

1.1 Subject to the provisions of this Agreement and of Rate Schedule
LPS, Equitrans agrees to loan or park gas on a daily basis for Customer's
account to the Maximum Quantity (MQ) specified in Exhibit A.

1.2 The service hereunder is provided on an interruptible basis
pursuant to, in accordance with, and subject to the provisions of Equitrans'
Rate Schedule LPS, and the General Terms and Conditions, thereto, which are
contained in Equitrans' FERC Gas Tariff, and which are incorporated herein by
reference. In the event of any conflict between this Agreement and Rate
Schedule LPS or the General Terms and Conditions, the terms of the Rate
Schedule or General Terms and Conditions shall govern.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Third Revised Sheet No. 438 Third Revised Sheet No. 438
Superseding: Second Revised Sheet No. 438

FORM OF LENDING AND PARKING SERVICE AGREEMENT
UNDER RATE SCHEDULE LPS (Continued)

1.3 Equitrans will loan or park gas for the Customer based on the difference between the Customer's MQ and the total amount of its loaned or parked quantity on that Day. Equitrans shall only be obligated to receive and deliver loaned or parked quantities to Customer to the extent that Equitrans determines that such lending or parking does not interfere with system operations or with Equitrans' ability to satisfy higher priority service obligations.

1.4 Loaned or parked quantities of gas will be reduced by the Storage Loss Retainage Factor as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff, applied to the total quantity of gas provided for lending or parking, provided however that Equitrans will not retain gas for storage losses in those instances where the transaction does not cause Equitrans to utilize storage.

ARTICLE II.

Rate, Rate Schedule, and Conditions of Service

2.1 Customer shall pay Equitrans for services rendered hereunder in accordance with Rate Schedule LPS, as may be hereafter revised or supplemented. Customer agrees that Equitrans has the right to file with the FERC or other appropriate regulatory body and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the Rate Schedules under which service is rendered, or (c) any provision of the General Terms and Conditions of Equitrans' FERC Gas Tariff incorporated by reference in such Rate Schedules; provided that Customer shall have the right to protest any such changes.

2.2 Customer is required to schedule loaned or parked quantities of gas in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff. If nominations for service under this Rate Schedule exceed on any Day Equitrans' ability to provide such service in conjunction with other nominated services, Equitrans will interrupt requested service hereunder in accordance with the priorities established in Section 6.9 and 8.5 of the General Terms and Conditions.

ARTICLE III.

Term

3.1 This Agreement shall become effective on _____ 20____, and shall continue in full force and effect until _____.

3.2 This Agreement may be suspended or terminated by Equitrans in the event Customer fails to pay all of the amount of any invoice rendered by

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

Second Revised Sheet No. 439 Second Revised Sheet No. 439 : Effective
Superseding: First Revised Sheet No. 439
FORM OF LENDING AND PARKING SERVICE AGREEMENT
UNDER RATE SCHEDULE LPS (Continued)

Equitrans hereunder when due, provided that Equitrans shall give Customer and FERC thirty (30) days notice prior to any suspension or termination of service. Suspension or termination of service shall not excuse Customers obligation to pay all demand and other charges for the term of the Agreement, and shall not limit Equitrans' legal remedies to collect such money owed.

ARTICLE IV.
Notices

4.1 Unless otherwise agreed in writing, any notice request, demand, statement or bill respecting this Agreement shall be in writing and deemed given when placed in the regular mail, postage prepaid, and addressed to the other party, or sent by overnight delivery, or by facsimile, at the following addresses or facsimile number, respectively:

Equitrans: Equitrans, L.P.
100 Allegheny Center Mall
Pittsburgh, PA 15212-5331
Attention: Gas Transportation Department
Phone: (412) 231-4888
Facsimile: (412) 395-3347

Customer: _____

ARTICLE V.
Operational Flow Orders

5.1 Customer hereby agrees that Equitrans shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Customer's rights under this Service Agreement. [Customer hereby authorizes Equitrans to act as Customer's agent under an operational flow order applicable to this Service Agreement to deal directly with Customer's suppliers or operators, as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

Effective Date: 05/01/1999 Status: Effective
FERC Docket: RP97-346-023

First Revised Sheet No. 440 First Revised Sheet No. 440 : Effective
Superseding: Original Sheet No. 440
FORM OF LENDING AND PARKING SERVICE AGREEMENT
UNDER RATE SCHEDULE LPS (Continued)

ARTICLE VI.
Miscellaneous

6.1 The interpretation and performance of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.2 As of the effective date of execution of Exhibit A attached to this Agreement, such exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A by mutual agreement, which amendment shall be reflected in a revised Exhibit A which shall be incorporated by reference as part of this Agreement.

6.3 Other than as specifically set forth herein, Equitrans makes no other warranties expressed or implied.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date written above.

ATTEST: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

ATTEST: CUSTOMER:

By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Fourth Revised Sheet No. 441 Fourth Revised Sheet No. 441
Superseding: Third Revised Sheet No. 441

EXHIBIT A
to
LENDING AND PARKING SERVICE AGREEMENT _____

UNDER RATE SCHEDULE LPS

Dated _____

Between Equitrans, L.P. AND

Maximum Quantity: _____ Dth

Maximum Daily Quantity: _____ Dth

Daily Rate: _____ per Dth (assessed on balance parked at the end of each day)

_____ Parked Quantity of Gas will be reduced by the Storage Loss Retainage Factor As Set Forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

_____ Pursuant to Section 3.2 of Rate Schedule LPS, the Storage Loss Retainage Factor will not be assessed because this transaction does not cause Equitrans to utilize storage.

Receipt Point(s): _____

Delivery Point(s): _____

Effective Date of Exhibit A: _____

Supersedes Exhibit A of: _____

CUSTOMER: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 442 First Revised Sheet No. 442
Superseding: Original Sheet No. 442

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

THIS AGREEMENT made this ____ day of _____, by and between _____, a _____ corporation, hereinafter referred to as "Buyer", and Equitrans, L.P., a Delaware corporation, hereinafter referred to as "Equitrans".

WHEREAS, Equitrans, pursuant to an inquiry by Buyer, has advised Buyer that Equitrans is willing to have Buyer deliver natural gas for injection into the gas storage fields of Equitrans for subsequent withdrawal and redelivery to Buyer, as provided herein; and

WHEREAS, [other applicable provisions].

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, undertakings and agreements hereinafter set out, have for themselves and their respective successors and assigns agreed and do hereby agree as follows:

ARTICLE I.
Gas To Be Injected

1. Injections of gas under this Agreement shall be permitted on a year round basis.

2. Buyer may deliver, and Equitrans agrees to inject into storage such quantities of natural gas which Buyer may nominate on any day in accordance with Section 8 of the General Terms and Conditions up to a maximum of _____ Dth, Buyer's Maximum Daily Injection Quantity.

3. Buyer is required to inject into storage 97% of its Total Annual Storage Quantity, as defined in Article II, on or before October 31 of each year in accordance with Section 5 of Rate Schedule SS-3.

4. Injections of gas into storage will be reduced by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff which is applied to the total quantity of gas provided for injection.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 443 Original Sheet No. 443 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

5. Any quantities to be delivered for Buyer's account each day to Equitrans by _____ shall be mutually agreed to by dispatchers of Equitrans and _____ and shall be scheduled accordingly. Equitrans will receive for Buyer's account, during the injection period, a minimum daily quantity of gas equal to _____ of Buyer's contracted storage capacity quantity.

ARTICLE II.
Gas To Be Stored

1. The maximum quantity of gas which Buyer may maintain in storage on any day shall be _____ Dth, its Total Annual Storage Quantity.

ARTICLE III.
Gas To Be Withdrawn

1. During each withdrawal period covered by the terms of this Agreement, Equitrans agrees to withdraw from storage and redeliver to Buyer on a daily basis, quantities up to its Maximum Daily Withdrawal Quantity (MDWQ). At Buyer's option, daily withdrawals may be increased to 110 percent of the MDWQ until 83 percent of the total gas held in storage for the Buyer at the beginning of the same withdrawal period is withdrawn. The remaining 17 percent of total gas stored will be available for withdrawal only at the MDWQ. Higher levels of storage withdrawal requested by the Buyer will be accommodated on a best efforts basis.

2. Buyer is requested to withdraw from storage a minimum of 75% of its TASQ on or before March 31 of each year in accordance with Section 6 of Rate Schedule SS-3. However, Buyer may withdraw its gas in storage on a year round basis.

3. During such periods as Equitrans' obligation is partially suspended due to a force majeure condition, service to Buyer shall be ratably apportioned, to the maximum extent practicable, based on: _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 444 First Revised Sheet No. 444
Superseding: Original Sheet No. 444

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

4. Equitrans' obligation to return gas to Buyer shall be suspended during periods of force majeure on the storage and transportation systems of Equitrans or any of Buyer's Designee(s) to the extent the force majeure directly affects Equitrans' or Buyer's Designee'(s) ability to withdraw and/or transport said gas. Equitrans shall exercise its best efforts to cooperate with Buyer's attempts to arrange alternate transportation during the periods of force majeure.

ARTICLE IV.
Deliveries of Gas

1. The natural gas to be injected and withdrawn hereunder shall be received and delivered by the parties hereto pursuant to arrangements between Buyer and Buyer's Designee(s) for which receipts and deliveries no costs or charges shall be levied against Equitrans.

2. The points of receipt and delivery for the gas to be delivered by _____ to Equitrans and returned by Equitrans for Buyer's account to _____ shall be at _____ or such interconnections as shall be established in the future and mutually agreed upon by Equitrans, Buyer, and Buyer's Designee(s) for these purposes.

3. Except as provided in Article X hereto, as between Equitrans and Buyer, Buyer shall be deemed to be in control and possession of the gas and responsible therefore, and covenants that it will indemnify and hold Equitrans harmless of and from any damage or injury while in such possession until the gas shall have been delivered to Equitrans by Buyer's Designee(s), after which Equitrans shall be deemed to be in control and possession of such gas until its redelivery to Buyer's Designee(s) for Buyer's account and Equitrans shall be responsible therefore and covenants that it will indemnify and hold Buyer harmless of and from damage or injury while in such possession, provided, however, that neither party shall be absolved of responsibility for damage or injury caused solely by acts of negligence of such party, its agents or employees. Notwithstanding the foregoing, the parties understand and acknowledge that Buyer shall at all times have title to all gas under this Agreement.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 445 First Revised Sheet No. 445
Superseding: Original Sheet No. 445

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

ARTICLE V.
Quality and Measurement

1. The gas delivered hereunder by Buyer to Equitrans shall be dry and marketable. The gas delivered hereunder by Equitrans to Buyer or Buyer's Designee(s) shall meet the quality specifications of Buyer's Designee(s) responsible for transportation of the gas for Buyer's account.

2. The measurement base for all volumes referred to in this Agreement shall be _____.

3. Except as specified herein, the quality and measurement of the gas shall be in accordance with the General Terms and Conditions of Equitrans FERC Gas Tariff. Equitrans agrees to deliver to Buyer or offer for Buyer's account, pursuant to the terms hereof, a total quantity of gas that is thermally equivalent to the total quantity of gas that Buyer delivers or causes to be delivered to Equitrans for Buyer's account.

ARTICLE VI.
Rate

1. Beginning _____, Buyer agrees to pay Equitrans for each Dth of gas injected, stored, and withdrawn by Equitrans for Buyer in accordance with Equitrans FERC Rate Schedule _____. For purposes of calculating the applicable storage demand charge, the Customer's MDWQ will be deemed to be 110% of its MDWQ stated in Article III. [other applicable provisions]. In addition, Buyer agrees to pay Equitrans for Equitrans transportation of the gas delivered to it for injection into its storage facilities hereunder in accordance with Equitrans FERC Rate Schedule STS-1.

2. Buyer recognizes that Equitrans shall have the right from time to time throughout the term of this Agreement to file with any regulatory authority having jurisdiction for new and/or increased rates applicable to the service rendered hereunder and when effective Buyer agrees to pay such new and/or increased rates; nothing contained herein shall be construed to prevent Buyer from taking such actions and exercising such rights as are available to Buyer under the Natural Gas Act or other applicable law during the term of this Agreement respecting Equitrans rates hereunder.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 446 Original Sheet No. 446 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

ARTICLE VII.
Billing

1. As soon as practicable after the last day of each month during the term of this Agreement, Equitrans will render to Buyer a statement at the rates provided in Paragraph VII above for services provided by Equitrans under this Agreement.

2. Buyer will make payment to Equitrans within ten (10) business days of receipt of the statement by wire transfer to Seller's account at Mellon Bank, N.A.

3. If presentation of bills by Equitrans is delayed until after the tenth (10th) day of the month, the time of payment shall be extended accordingly unless Buyer is responsible for such delay.

4. Should Buyer fail to pay part or all of the amount of any statement when such amount is due, Equitrans may charge interest on the unpaid portion of the statement at the rate of one and one-half percent (1-1/2%) per month, prorated daily, from the due date until the date of payment.

ARTICLE VIII.
Termination

Upon termination of this Agreement, should any quantities of Buyer's gas remain in storage with Equitrans, the parties hereto agree that such remaining quantities shall be returned to Buyer in daily amounts. Said amounts shall be subject to Equitrans sole discretion and to Buyer's transporter's ability to redeliver said gas to Buyer; provided, however that unless prevented by reason of force majeure on Equitrans or Buyer's Designee's systems, all quantities of Buyer's gas remaining in storage upon termination of this Agreement shall be redelivered to Buyer within six(6) months of said termination.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 447 Original Sheet No. 447 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

ARTICLE IX.
Force Majeure

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any act of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of gas supply for any reason, the binding order, regulations or laws of any court or governmental authority or body which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the causes herein enumerated or otherwise not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension. Such causes or contingencies affecting performance shall not relieve Buyer from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

ARTICLE X.
Warranties

Buyer warrants that it will, at the time of delivery to Equitrans, have good right to tender or cause to be tendered to Equitrans all gas so delivered free and clear of all liens, encumbrances, and claims whatsoever and agrees to indemnify Equitrans and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any or all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such gas and/or the delivery of such gas to Equitrans.

Equitrans represents that it has sufficient storage and transmission capacity to perform the firm storage and transportation service provided for hereunder subject to the General Terms and Conditions of Equitrans' FERC Gas

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 448 Original Sheet No. 448 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

Tariff. Equitrans warrants that the gas to be redelivered to Buyer shall at the time of redelivery be free and clear of all liens and encumbrances and claims whatsoever; and agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any or all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such gas and/or the delivery of such gas to Buyer. Provided, however, this provision shall not apply to adverse claims of, or disputes among, the other purchasers of storage and transportation service under the tariff schedule applicable to Buyer.

ARTICLE XI.
Operational Flow Orders

Buyer hereby agrees that Transporter shall have the right to issue operational flow orders pursuant to Section 11 of the General Terms and Conditions which shall govern Buyer's rights under this service agreement. [Buyer hereby authorizes Transporter to act as Buyer's agent under operational flow orders applicable to this service agreement to deal directly with Buyer's suppliers, operators or upstream transporters as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE XII.
Non-Waiver of Future Defaults

No waiver by either Equitrans or Buyer of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults whether of the same or of a different character.

ARTICLE XIII.
Modification

This Agreement embodies the entire agreement between the respective parties hereto and there are no other provisions written, oral or implied or other representations, indemnifications, or understandings of any kind

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 449 Original Sheet No. 449 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

whatsoever. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written contract. The terms of this service agreement are subject to the terms of Rate Schedules SS-3 and STS-1, and to the General Terms and Conditions of Equitrans' FERC Gas Tariff. In the event of any conflict between this agreement and Rate Schedule SS-3 or the General Terms and Conditions incorporated therein, the Rate Schedule or Terms and Conditions shall govern.

ARTICLE XIV.
Term

1. The term of this Agreement shall run from the date all necessary permits and authorizations have been secured from appropriate regulatory agencies and shall continue until _____ and shall be automatically renewed from year to year thereafter unless terminated pursuant to subparagraph 2 below.

2. Should either party subsequent to _____ wish to terminate the Agreement it shall give written notice to the other party no later than twelve (12) months prior to the end of the then current storage year that it does not elect to renew this Agreement.

ARTICLE XV.
Assignment

Any company which shall succeed by purchase, merger or consolidation to the properties of either party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. Either party hereto may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of such Agreement or of any of either party's rights or obligations hereunder shall be made unless there first shall have been obtained a consent thereto of the other party.

ARTICLE XVI.
Governmental Regulation

This Agreement and all terms and provisions contained or incorporated herein and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of duly constituted authority having jurisdiction.

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 450 First Revised Sheet No. 450 : Effective
Superseding: Original Sheet No. 450
FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

ARTICLE XVII.
Descriptive Headings

The descriptive headings of the provisions of this Agreement are formulated and used for convenience and shall not be deemed to affect the meaning or construction of any of such provisions.

ARTICLE XVIII.
Written Notices

All invoices to Buyer shall be addressed as follows:

All written notices to Buyer shall be addressed as follows:

All written notices to Equitrans shall be addressed as follows:

Equitrans, L.P.
100 Allegheny Center Mall
Pittsburgh, Pennsylvania 15212-5331
Attention: Rate Department

or such other address as either party shall designate by written notice to the other.

ARTICLE XIX.
Applicable Law

The provisions of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 451 Original Sheet No. 451 : Effective

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
in two originals as of the day and year first above written.

ATTEST: Equitrans, L.P.

_____ By _____

ATTEST: [CUSTOMER]

_____ By _____

Effective Date: 05/16/2010 Status: Effective

FERC Docket: RP10-616-000

Second Revised Sheet No. 452 Second Revised Sheet No. 452
Superseding: First Revised Sheet No. 452

Sheet No. 452 is Reserved for Future Use

Effective Date: 05/01/2000 Status: Effective
FERC Docket: RP00-225-000

First Revised Sheet No. 453 First Revised Sheet No. 453 : Effective
Superseding: Original Sheet No. 453

CAPACITY RELEASE SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE TRANSPORTATION
OR STORAGE PROGRAM

THIS AGREEMENT is made and entered into this _____ day of, 20____, by and between EQUITRANS, L.P., (hereinafter referred to as "Equitrans") and _____ (hereinafter referred to as "Replacement Customer").

WHEREAS, Equitrans' FERC Gas Tariff provides that Equitrans' Customers may release capacity contracted for under firm transportation and storage service agreements; and

WHEREAS, Replacement Customer desires to obtain released capacity, at the terms set forth in the Bid Agreement(s) separately executed and attached hereto;

NOW, THEREFORE, in consideration of the representations, covenants, and conditions herein contained, Equitrans and the Replacement Customer agree as follows:

ARTICLE I
Gas to be Transported or Stored

1.1 Subject to the execution of a Release Addendum Agreement attached as Exhibit A hereto and in accordance with the Rate Schedule and the General Terms and Conditions applicable thereto, Equitrans agrees to receive such quantities from the Replacement Customer (or Replacement Customer's account) at the primary Receipt Point(s) designated in Section 2 of Exhibit A, for transportation on a firm basis. However, Equitrans shall not be obligated to receive on any day a quantity in excess of the Maximum Daily Quantity ("MDQ") allocated to each Receipt Point as set forth in Section 2 of Exhibit A.

1.2 Equitrans shall deliver and Replacement Customer shall cause to be accepted at the primary Delivery Point(s) referenced in Section 3 of Exhibit A, thermally equivalent quantities of natural gas received by Equitrans at the Receipt Point(s) for transportation hereunder, less applicable shrinkage. However, in no event shall Equitrans be obligated to deliver on any day quantities in excess of the MDQ allocated to each delivery point as set forth in Section 3 of Exhibit A.

1.3 For a release of storage, Equitrans shall inject into storage, store, and withdraw from storage such quantities as are nominated by Replacement Customer subject to the MDIQ, MDWQ and TASQ set forth in Exhibit A and the provision of the applicable storage Rate Schedule and the General Terms and Conditions.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 454 First Revised Sheet No. 454
Superseding: Original Sheet No. 454

CAPACITY RELEASE SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE TRANSPORTATION
OR STORAGE PROGRAM (Continued)

1.4 The quantity released, Receipt and Delivery Points, character of service, Rate Schedule and duration of the release shall be specified in the Release Addendum.

ARTICLE II

Rate(s), Rate Schedule(s), and General Terms and Conditions

2.1 Replacement Customer shall pay Equitrans the Reservation Charges specified in each Release Addendum attached hereto as Exhibit A. Unless Equitrans has specifically agreed in writing to provide discounted usage charges for transportation services rendered pursuant to this Agreement, Replacement Customer shall pay Equitrans' maximum usage rates and charges provided under the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, which rates are set forth in Equitrans' effective FERC Gas Tariff, including applicable surcharges and the Fuel Retainage Percentage.

2.2 The parties hereto agree that Equitrans shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions, and modifications in:

- (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article II; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

Replacement Customer shall have the right to protest any such changes before the Commission or other authorities and to exercise any other rights that Customer may have with respect thereto.

2.3 This Agreement in all respects is subject to the provisions of the firm service Rate Schedule under which the Replacement Customer has obtained capacity through this Agreement, or superseding Rate Schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule filed by Equitrans with the Commission, all of which are by reference made a part hereof. In the event of any conflict between this Agreement and the firm service Rate Schedule, the firm service Rate Schedule shall govern as to the point of conflict.

2.4 The transportation and storage arrangements provided for in this Agreement are subject to the provisions of Part 284 of the Commission's Regulations, as amended from time to time.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 455 First Revised Sheet No. 455
Superseding: Original Sheet No. 455

CAPACITY RELEASE SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE TRANSPORTATION
OR STORAGE PROGRAM (Continued)

ARTICLE III
Term

3.1 Subject to all the term and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term of _____, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least thirty days prior to termination.

ARTICLE IV
Notices

4.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE V
Miscellaneous

5.1 Equitrans and Customer expressly agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement and of the General Terms and Conditions incorporated by reference in the firm service rate schedule under which the Replacement Customer has obtained capacity through this Agreement

5.2 Exhibit A attached to this Agreement, is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A, or any portion thereof, by mutual agreement, which amendments shall be reflected in a revised Exhibit A or a revised Section of Exhibit A, and shall be incorporated by reference as part of this Agreement.

Effective Date: 11/19/1998 Status: Effective
FERC Docket: CP96-532-001

Original Sheet No. 456 Original Sheet No. 456 : Effective

CAPACITY RELEASE SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE TRANSPORTATION
OR STORAGE PROGRAM (Continued)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

ATTEST:

REPLACEMENT CUSTOMER:

By _____
(Date)

By _____
(Date)

Title _____

Title _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 457 First Revised Sheet No. 457
Superseding: Original Sheet No. 457

EXHIBIT A
RELEASE ADDENDUM
To the
CAPACITY RELEASE AGREEMENT _____
APPLICABLE TO TRANSPORTATION OR STORAGE OF
NATURAL GAS UNDER CAPACITY RELEASE PROGRAM
Dated _____

Between EQUITRANS, L.P.
and

RELEASE NO. : _____
RELEASE DATE: _____

_____ ("Replacement Customer"), of Address:
_____, Telephone: (____) ____-____, Facsimile:
(____) ____-____, submits this bid for Capacity Released by _____
("Releasing Customer") as Release No. _____, as posted on Equitrans, L.P.
("Equitrans") EBB System.

In consideration of the mutual covenants herein contained, Releasing
Customer released to Bidder rights under Equitrans Contract Number _____,
between Equitrans and Releasing Customer, for service under Equitrans Rate
Schedule _____. Equitrans will provide such service to Bidder, as
Replacement Customer, subject to the provisions of: (1) Equitrans' currently
effective FERC Gas Tariff; (2) Equitrans Contract Number _____, between
Equitrans and Releasing Customer; (3) Releasing Customer's Release Notice for
Release No. _____; and (4) the terms specified below.

Bidder, as Replacement Customer, agrees to be bound by these provisions,
and accepts Release No. _____ as posted by the Releasing Customer, with the
following specifications:

Section 1 Quantity

Released Quantity:

Maximum Daily Quantity to be transported: _____ DTH

Transportation Retainage Factor applied to total transport quantities as set
forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.
Gathering Retainage Factor is applied to gas receipts or deliveries to or from
points on Equitrans' gathering system as set forth on Statement of Retainage
Factors of Equitrans' FERC Gas Tariff.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 458 First Revised Sheet No. 458
Superseding: Original Sheet No. 458

EXHIBIT A (Continued)

Maximum Daily Injection Quantity : _____ Dth
Maximum Daily Withdrawal Quantity: _____ Dth
Total Annual Storage Quantity : _____ Dth

Retainage Factor applied to Storage Injection as set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff.

Section 2 Receipt Point(s)

Primary Receipt Point(s) and Effective Date(s) MDQ Allocation

Secondary Receipt Point(s)

Customer may nominate service up to its MDQ on a secondary, capacity-available basis at any receipt points on the Equitrans system. Service at a secondary point will be scheduled in accordance with Section 8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

* Receipt point MDQ's do not include quantities required for retainage.

A. Effective Date*: _____

B. Supersedes Section 2, Exhibit A Effective: _____

Section 3 Delivery Point(s)

Primary Delivery Point(s) and Effective Date(s) MDQ Allocation

A. Effective Date*: _____

B. Supersedes Section 3, Exhibit A Effective: _____

Section 4 Term

Effective Date of this Agreement: from _____, to _____.

Firm or Recallable Basis: _____.

Effective Date: 11/19/1998 Status: Effective

FERC Docket: CP96-532-001

Original Sheet No. 459 Original Sheet No. 459 : Effective

EXHIBIT A (Continued)

Section 5 Rate

Reservation Charge: \$ _____/Dth.

Volumetric Rate : \$ _____/Dth.

Section 6 Special Provisions

(This Section to be utilized only when applicable.)

REPLACEMENT CUSTOMER:

EQUITRANS, L.P.

By _____
(Date)

By _____
(Date)

Title _____

Title _____

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-005

First Revised Sheet No. 460 First Revised Sheet No. 460 : Effective

PS SERVICE AGREEMENT
POOLING SERVICE
UNDER RATE SCHEDULE PS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Equitrans, L.P., (hereinafter called "Equitrans") and _____, (hereinafter called "Pool Operator").

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follow:

ARTICLE I
Service to be Rendered

1.1 Equitrans shall perform and Pool Operator shall receive service in accordance with the provisions of the effective Rate Schedule PS and applicable General Terms and Conditions of Equitrans' FERC Gas Tariff, on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Equitrans to receive gas at the applicable Market Aggregation Point is specified in Appendix A, as the same may be amended from time to time by agreement between Equitrans and the Pool Operator, or in accordance with the rules and regulations of the Commission.

ARTICLE II
Term

2.1 Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____ and thereafter monthly subject to a thirty (30) day written cancellation notice by either party. Pre-granted abandonment shall apply upon termination of this Agreement.

ARTICLE III
Rates

3.1 Subject to Section 6 of Rate Schedule PS, no rates will be charged for Pooling Service; provided, however, that nothing in Rate Schedule PS shall be construed to relieve Customers from their obligation to pay applicable rates and other charges, including retainage, under their Rate Schedule FTS and/or ITS service agreements.

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-005

First Revised Sheet No. 461 First Revised Sheet No. 461 : Effective

PS SERVICE AGREEMENT
POOLING SERVICE
UNDER RATE SCHEDULE PS (Continued)

ARTICLE IV
Notices

4.1 Any formal notice, request, or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the addresses contained in Section 1 of Exhibit A, or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail.

ARTICLE V
Superseded Agreements

5.1 This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: _____.

IN WITNESS WHERE OF, the parties have caused this agreement to be executed in two originals as of the day indicated above.

ATTEST:	EQUITRANS, L.P.
By _____ (Date)	By _____ (Date)
Title _____	Title _____
ATTEST:	POOL OPERATOR:
By _____ (Date)	By _____ (Date)
Title _____	Title _____

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-005

First Revised Sheet No. 462 First Revised Sheet No. 462 : Effective

EXHIBIT A
To the
PS SERVICE AGREEMENT _____
Dated _____

Between EQUITRANS, L.P.
and
Pool Operator _____

Section 1 The Parties

The Pipeline is: Equitrans, L.P.
100 Allegheny Center Mall
Pittsburgh, PA 15212-5331
Attention: Transportation Department
Phone: (412) 231-4888
Facsimile: (412) 395-3347

The Pool Operator is: _____
Address: _____

Phone: _____
Facsimile: _____
E-Mail Address: _____

Section 2 Receipt Point(s)

Receipt Point(s) MDQ

A. Effective Date*: _____

B. Amends Section 3, Exhibit A Effective: _____

Effective Date: 08/01/2005 Status: Effective
FERC Docket: RP05-164-005

First Revised Sheet No. 463 First Revised Sheet No. 463 : Effective

EXHIBIT A (Continued)

Section 3 Market Aggregation Point(s)

Market Agg. Point Number Market Agg. Point(s) Description MDQ

Customers Participating in Pool: Contract #s

A. Effective Date*: _____

B. Amends Section 3, Exhibit A Effective: _____

The Receipt and Delivery Point(s) as defined in Equitrans' Tariff under this Rate Schedule are incorporated herein by reference.

Section 4 Term

This Agreement is effective _____ and continues in effect for a primary period of one (1) year and thereafter monthly subject to a thirty (30) day written cancellation notice by either party.

Section 5 Special Provisions

(This Section to be utilized only when applicable.)

POOL OPERATOR: EQUITRANS, L.P.

By _____ (Date) By _____ (Date)

Title _____ Title _____

* To be completed by Equitrans, L.P.

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP04- 97-000

Sheet Nos. 464 - 499 Sheet Nos. 464 - 499 : Effective

Sheets Nos. 464 through 499 are Reserved for Future Use

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Fourth Revised Sheet No. 500 Fourth Revised Sheet No. 500
Superseding: Third Revised Sheet No. 500

EQUITRANS, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111

SERVICE REQUEST FORM

1. TYPE OF SERVICE REQUESTED (please check one):

ITS NOFT FTS 115SS 60SS
 INSS LPS

2. REQUESTOR'S IDENTIFICATION:

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-Mail Address : _____

Dun & Bradstreet No.: _____

Billing Address (if different from above):

Contact Person to receive invoices: _____

E-Mail Address : _____

3. CUSTOMER'S IDENTIFICATION (if different from above):

Company Name: _____

Address: _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 501 First Revised Sheet No. 501
Superseding: Original Sheet No. 501

SERVICE REQUEST FORM (Continued)

Contact Person: _____ Telephone: _____

4. TRANSPORTATION SERVICE:
TOTAL MAXIMUM DAILY QUANTITY REQUESTED WINTER: _____ DTH
TOTAL MAXIMUM DAILY QUANTITY REQUESTED BASE : _____ DTH

STORAGE SERVICE:
MAXIMUM DAILY INJECTION QUANTITY REQUESTED : _____ DTH
MAXIMUM DAILY WITHDRAWAL QUANTITY REQUESTED: _____ DTH
TOTAL ANNUAL STORAGE QUANTITY REQUESTED : _____ DTH

5. PRIMARY RECEIPT AND DELIVERY POINT(S) REQUESTED
ALL REQUESTORS: FOR LOCATION DESCRIPTION, PLEASE BE AS SPECIFIC AS POSSIBLE.
A. Customer request to deliver into Equitrans' pipeline at the following receipt points:

Measuring Station No.	Location Description	(DTH)	MDQ
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Customer requests to the following points for delivery by Equitrans:

Measuring Station No.	Location Description	(DTH)	MDQ
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. REQUESTED TERM OF SERVICE
Commencement Date: _____ Termination Date: _____

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 502 Second Revised Sheet No. 502
Superseding: First Revised Sheet No. 502

SERVICE REQUEST FORM (Continued)

7. APPALACHIAN PRODUCTION INFORMATION (IF APPLICABLE)

Customer has or will obtain title to the gas quantities requested above and has entered into or will enter into all arrangements necessary to ensure all upstream and downstream transportation will be in place prior to the initiation of service.

- A. Has/Have permit(s) been obtained for well(s)? YES NO
- B. Is/Are wells drilled? YES NO
 Number drilled:
 Number proposed:
 Total wells:
 Permit Number(s): , ,
- C. Location of Well(s) Field(s):
 Twp./Dist., County, & State:
- D. Topographic Map Designation (USGS 7.5'):

(Please attach 8-1/2" x 11" portion of top sheet showing well(s) location and any documents which may be helpful in processing this application, such as description of lease(s), location sketch or plot, permit number, completion data, farm maps, etc.)

8. CREDIT EVALUATION

Equitrans' acceptance of a request for service is contingent upon the requesting party's satisfying a credit evaluation by Equitrans. Please provide the following information:

- A. Bank References
- B. Year end financial statements together with the latest quarterly report.
- C. A list of all affiliates.
- D. A statement of whether the requesting party is operating under any bankruptcy or insolvency law or any law relating to the relief of debtors, reorganization or creditors assignment.
- E. Such other information as Equitrans deems necessary to evaluate the creditworthiness of the requesting party.

9. PLEASE RETURN THIS COMPLETED APPLICATION TOGETHER WITH THE INFORMATION REQUESTED IN ITEM 8 ABOVE TO:

EQUITRANS, L.P.
c/o Gas Transportation Department
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 503 Second Revised Sheet No. 503
Superseding: First Revised Sheet No. 503

EQUITRANS, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111

APPALACHIAN GATHERING SERVICE
REQUEST FORM

1. REQUESTOR'S IDENTIFICATION:

Company Name: _____

Address: _____

Billing Address (if different from above): _____

Contact Person: _____ Telephone: _____

2. CUSTOMER'S IDENTIFICATION (if different from above):

Company Name: _____

Address: _____

Billing Address (if different from above): _____

Contact Person: _____ Telephone: _____

3. CUSTOMER IS (please check those which apply):

Interstate Pipeline _____ Intrastate Pipeline _____

Local Distribution Co _____ Producer _____

Marketer _____ End User _____

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP05-164-006

2nd Substitute Revised Sheet No. 504 2nd Substitute Revised Sheet No. 504 : Effective
Superseding: Substitute First Revised Sheet No. 504
APPALACHIAN GATHERING SERVICE
REQUEST FORM (Continued)

RECEIPT AND GATHERING AGGREGATION POINTS REQUESTED:

A. RECEIPT POINTS	POINT NAME	GQ ALLOCATION*
POINT NUMBER*		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Refer to list provided by Equitrans.

B. GATHERING AGGREGATION POINTS

POOL NAME	GQ ALLOCATION*
PA South	_____
WV West	_____
WV South	_____
WV North	_____
WV East	_____

*To be provided by Customer.

5. REQUESTED TERM OF SERVICE:

Commencement Date: _____ Termination Date: _____

Agreement will continue in effect for a primary period of one year and thereafter monthly subject to a thirty (30) day written cancellation notice by either party.

6. CREDIT EVALUATION (NEW SERVICE ONLY)

Equitrans' acceptance of a request for service is contingent upon the requesting party's satisfying a credit evaluation by Equitrans. Please provide the following information:

- A. Bank References
- B. Year end financial statements together with the latest quarterly report.

Effective Date: 05/16/2010 Status: Effective

FERC Docket: RP10-616-000

Third Revised Sheet No. 505 Third Revised Sheet No. 505

Superseding: Second Revised Sheet No. 505

APPALACHIAN GATHERING SERVICE
REQUEST FORM (Continued)

- C. A list of all affiliates.
 - D. A statement of whether the requesting party is operating under any bankruptcy or insolvency law or any law relating to the relief of debtors, reorganization or creditors assignment.
 - E. Such other information as Equitrans deems necessary to evaluate the creditworthiness of the requesting party.
7. PLEASE RETURN THIS COMPLETED APPLICATION BY _____ TO YOUR TRANSPORTATION AND EXCHANGE REPRESENTATIVE AT THE ADDRESS BELOW OR FAX TO (412) 395-3347.

EQUITRANS, L.P.
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 506 First Revised Sheet No. 506
Superseding: Original Sheet No. 506

USER AGREEMENT
FOR EQUITRANS' EBB SYSTEM

This Agreement, executed this 1st day of _____, by and between Equitrans, L.P. ("Equitrans") and _____ ("Authorized User"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, Equitrans and Authorized User do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Equitrans shall make available for use by Authorized User Equitrans' computerized electronic communication service, Equitrans' EBB System accessible via the Internet's World Wide Web @www.equitrans.com. Authorized User may at its option use Equitrans' EBB System to: (1) request new services under Equitrans' storage and transportation Rate Schedules; (2) execute new Service Agreements or amend existing Service Agreements; (3) nominate quantities for receipt and delivery by Equitrans pursuant to an existing Service Agreement under any of Equitrans' Rate Schedules; (4) post the availability of capacity for release; (5) bid on firm capacity offered through Equitrans' Capacity Release Program; (6) bid on available capacity under expiring long term contracts; and (7) perform such other interactive functions as may be available to authorized users through Equitrans' EBB System in the future. Authorized User may also use Equitrans' EBB System to request and receive such information as Equitrans may make available to Authorized User through Equitrans' EBB System.

ARTICLE II
TERMS AND CONDITIONS

The use of Equitrans' EBB System shall be in accordance with and subject to Equitrans' currently effective FERC Gas Tariff, including any and all applicable fees, applicable provisions of the General Terms and Conditions, and the terms and conditions of any relevant Rate Schedules which appear in Equitrans' currently effective FERC Gas Tariff, all of which are expressly incorporated by reference herein.

AUTHORIZED USE

Equitrans shall provide the Authorized User with an individualized user identification code, as well as the software necessary to access Equitrans' EBB System. It shall be solely the responsibility of the Authorized User to control access to its user identification, and the

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 507 First Revised Sheet No. 507
Superseding: Original Sheet No. 507

USER AGREEMENT
FOR EQUITRANS' EBB SYSTEM
(Continued)

Authorized User hereby warrants and agrees that any individual user that accesses Equitrans' EBB System has the legal authority to act on behalf of the Authorized User and may bind the Authorized User to services through the use of the interactive capabilities available through Equitrans' EBB System. Equitrans shall be entitled to rely on all information transmitted to Equitrans through Equitrans' EBB System by any representative of the Authorized User using the user identification.

COPYRIGHT

Authorized User shall assure that no copies of any software issued to the Authorized User are made without the prior written consent of Equitrans, which consent may be withheld by Equitrans at its sole discretion. Any software copies made by Authorized User shall contain a copyright notice substantially identical to that contained in the software issued by Equitrans.

RELEASE AND DISCLAIMER OF LIABILITY; INDEMNIFICATION

Except for the negligence, bad faith, fraud or willful misconduct of Equitrans, Equitrans expressly disclaims any and all liability for loss or damage to the Authorized User or to any third parties associated with the Authorized User's use of Equitrans' EBB System, including but not limited to any incidental, consequential, or special damages, arising out of or in any manner related to use by the Authorized User or of Equitrans' EBB System.

Equitrans' EBB System Authorized User agrees to protect, defend, indemnify, and hold harmless Equitrans against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Equitrans, arising from or in any manner directly or indirectly connected with Authorized User's use of Equitrans' EBB System, except for the negligence, bad faith, fraud or willful misconduct of Equitrans.

EQUITRANS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH EQUITRANS' EBB SYSTEM AUTHORIZED USER'S USE OF EQUITRANS' EBB SYSTEM, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

Second Revised Sheet No. 508 Second Revised Sheet No. 508
Superseding: First Revised Sheet No. 508

USER AGREEMENT
FOR EQUITRANS' EBB SYSTEM
(Continued)

ARTICLE III
TERM

This Service Agreement shall be and continue in full force and effect from the date of execution hereof until _____ and month to month thereafter, unless sooner terminated by Authorized User or Equitrans by at least thirty (30) days notice. Authorized User shall promptly return the software provided by Equitrans upon termination of this agreement. Authorized User agrees that Equitrans shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Agreement or (b) any provision of the General Terms and Conditions applicable to this Agreement. Equitrans agrees that Authorized User may protest or contest the aforementioned filings, and Authorized User does not waive any rights it may have with respect to such filings.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Equitrans: Equitrans, L.P.
ATTN: Transportation Department
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111

- (b) Customer:

or such other address as either party shall designate by formal written notice.

Effective Date: 05/16/2010 Status: Effective
FERC Docket: RP10-616-000

First Revised Sheet No. 509 First Revised Sheet No. 509
Superseding: Original Sheet No. 509

USER AGREEMENT
FOR EQUITRANS' EBB SYSTEM
(Continued)

ARTICLE V
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania without recourse to the law regarding the conflict of laws.

This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

In the event of a conflict between the terms and conditions of this service agreement and any other applicable terms and conditions set forth in Equitrans' currently effective FERC Gas Tariff which are incorporated by reference herein, such other terms and conditions shall govern Authorized user's use of Equitrans' EBB System unless otherwise specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and attested by their day and year first above written.

ATTEST/WITNESS: Equitrans, L.P.

By _____ (Date) By _____ (Date)

ATTEST/WITNESS: Authorized User

By _____ (Date) By _____ (Date)

Effective Date: 11/19/1998 Status: Effective

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